



**FINANCE COMMITTEE AGENDA**  
Room 700, Law and Justice Center

**Tuesday, December 2, 2003**

**4:00 P.M.**

1. Roll Call
2. Approval of Minutes – November 4, 2003
3. Departmental Matters:
  - A. Don Lee, Nursing Home
    - 1) Items to be presented for Action:
      - a) Request Approval of a Resolution Establishing Charges for the McLean County Nursing Home – January 1, 2004 – December 31, 2004 1-2
    - 2) Items to be presented for Information:
      - a) Monthly Report 3-5
      - b) General Report
      - c) Other
  - B. Ruth Weber, County Recorder
    - 1) Items to be presented for Information
      - a) Update on Accounts Receivable Reconciliation 6
      - b) General Report 7
      - c) Other
  - C. Peggy Ann Milton, County Clerk
    - 1) Items to be presented for Action:
      - a) Request Approval of AccuVote Optical Scan Voting System Proposal 8-9
      - b) Request Approval of Lease-Purchase Financing Commitment Letter from Commerce Bank 10-11

|    |    |   |       |
|----|----|---|-------|
|    | c) | Request Approval of Resolution seeking Reimbursement for Purchase of Optical Scan Voting System   | 12-19 |
| 2) |    | <u>Items to be presented for Information:</u>   |       |
|    | a) | General Report  | 20    |
|    | b) | Other   |       |
| D. |    | Becky McNeil, County Treasurer  |       |
| 1) |    | <u>Items to be presented for Information:</u><br><i>(Documents to be provided at meeting)</i>   |       |
|    | a) | Accept and place on file the County Treasurer's Report as of November 30, 2003  |       |
|    | b) | General Report  |       |
|    | c) | Other   |       |
| E. |    | Jennifer Ho, Risk Management  |       |
| 1) |    | <u>Items to be presented for Action:</u>  |       |
|    | a) | Request Approval of Assignment of Rights by the County to Westfield Insurance Company   | 21-25 |
|    | b) | Request Approval of Agreement with CCMSI to Provide Third Party Claims Services   | 26-39 |
| 2) |    | <u>Items to be presented for Information:</u>   |       |
|    | a) | General Report  |       |
|    | b) | Other   |       |
| F. |    | Bob Keller, Health Department   |       |
| 1) |    | <u>Items to be presented for Action:</u>  |       |
|    | a) | Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Facilities Management Department 0041 – Health Department Building 0046 | 40-41 |
| 2) |    | <u>Items to be presented for Information:</u>   |       |
|    | a) | General Report  |       |
|    | b) | Other   |       |
| G. |    | Bob Kahman, Supervisor of Assessments   |       |
| 1) |    | <u>Items to be presented for Information:</u>   |       |
|    | a) | Status Report   | 42    |
|    | b) | General Report  |       |
|    | c) | Other   |       |

H. John M. Zeunik, County Administrator

1) Items to be presented for Action:

- a) Request Approval of a Resolution of the McLean County Board Establishing Mileage Reimbursement Rate for use of Private Vehicles for County Business – January 1, 2004 – December 31, 2004 43-46
- b) Request Approval of Position Classifications And Pay Ranges for Fiscal Year 2004 47-50
- c) Request Approval of General Compensation Plan for Non-Union Employees for Fiscal Year 2004 51-64
- d) EXECUTIVE SESSION: Collective Bargaining

2) Items to be presented for Information:

- a) Assist 2003 First-Time Homebuyer Down Payment Assistance Program 65-68
- b) Impacted Positions List 69-70
- c) General Report
- d) Other

4. Recommend payment of bills and transfers, if any, to County Board

5. Adjournment

## CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services  
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-1005.6 empowered the County of McLean to erect and maintain a county nursing home and establish rates to be paid by a person seeking care and treatment in the home; and

WHEREAS, Illinois Compiled Statutes (1992), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and

WHEREAS, the Human Services Committee of the McLean County Board has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective **January 1, 2004**;

1. The daily rate for resident care in the non-Medicare certified section shall be \$116.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:

|    |  |               |
|----|--|---------------|
| a) | Medical supplies                       | Cost plus 20% |
| b) | Medications in the Medicare Section    | Cost plus 50% |
| c) | Lab procedures in the Medicare Section | Cost plus 20% |
| d) | Respiratory Therapy                    | Cost plus 20% |
| e) | Speech Therapy                         | Cost plus 20% |
| f) | Occupational Therapy                   | Cost plus 20% |
| g) | Physical Therapy                       | Cost plus 20% |
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home.

**REPEAL DATE OF EFFECT.** This resolution shall be in full force and effect on **January 1, 2004**; and the Resolution shall supersede any previous resolution establishing Nursing Home care rates.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 16th day of December, 2003.

ATTEST:

APPROVED:

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Peggy Ann Milton, Clerk of  
the County Board of  
McLean County

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Michael F. Sweeney, Chairman  
McLean County Board

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## McLEAN COUNTY NURSING HOME

## ACCURRED EXPENDITURE

Prt Date: November 21, 2003

|             | 2003<br>BUDGET | 2003<br>MONTHLY<br>ALLOC | OCT, 2003<br>ACCURRED<br>EXPENSE | ADJUSTED<br>YTD<br>EXPENSE | REMAINING<br>BUDGET | YTD<br>VARIANCE<br>AMOUNT | PER CENT<br>OF BUDGET<br>SPENT | PROJECTED<br>EXPENSE | PROJECTED<br>VARIANCE |
|-------------|----------------|--------------------------|----------------------------------|----------------------------|---------------------|---------------------------|--------------------------------|----------------------|-----------------------|
| SALARIES    | 3,040,767      | 258,257                  | 266,107                          | 2,627,495                  | 413,272             | 94,911                    | 0.86                           | 3,154,722            | 113,955               |
| IMRF        | 141,700        | 12,035                   | 12,401                           | 120,504                    | 21,196              | 2,485                     | 0.85                           | 144,684              | 2,984                 |
| MED/LIFE    | 324,233        | 10,212                   | 27,538                           | 270,046                    | 54,187              | 0                         | 0.83                           | 324,233              | 0                     |
| SOC/SEC     | 232,619        | 19,757                   | 20,357                           | 197,823                    | 34,796              | 4,080                     | 0.85                           | 237,517              | 4,899                 |
| VAC LIAB    | 25,000         | 2,123                    | 2,123                            | 20,822                     | 4,178               | 0                         | 0.83                           | 25,000               | 0                     |
| SELLBACK    | 0              | 0                        | 0                                | 0                          | 0                   | 0                         | #DIV/0!                        | 0                    | 0                     |
| PERSONNEL   | 3,764,318      | 302,383                  | 328,526                          | 3,236,689                  | 527,629             | 101,476                   | 0.86                           | 3,886,156            | 121,838               |
| COMMODITIES | 609,731        | 51,785                   | 45,390                           | 459,662                    | 150,069             | (48,169)                  | 0.75                           | 551,897              | (57,834)              |
| CONTRACTUAL | 1,187,805      | 100,695                  | 84,316                           | 874,881                    | 312,924             | (114,414)                 | 0.74                           | 1,050,432            | (137,373)             |
| CAPITAL     | 168,370        | 14,300                   | 0                                | 59,811                     | 108,559             | (80,421)                  | 0.36                           | 71,812               | (96,558)              |
| GRAND TOTAL | 5,730,224      | 469,164                  | 458,231                          | 4,631,043                  | 1,099,182           | (141,528)                 | 0.81                           | 5,560,298            | (169,927)             |

## McLEAN COUNTY NURSING HOME

## ACCURRED REVENUE

Prt Date: November 21, 2003

|                   | 2003<br>BUDGET | 2003<br>MONTHLY<br>ALLOC | OCT, 2003<br>ACCURRED<br>REVENUE | ADJUSTED<br>YTD<br>REVENUE | REMAINING<br>BUDGET | YTD<br>VARIANCE<br>AMOUNT | PER CENT<br>OF BUDGET | PROJECTED<br>REVENUE | PROJECTED<br>VARIANCE |
|-------------------|----------------|--------------------------|----------------------------------|----------------------------|---------------------|---------------------------|-----------------------|----------------------|-----------------------|
| MEDICARE REVENUE  | 775,400        | 65,856                   | 60,202                           | 667,250                    | 108,150             | 21,437                    | 0.86                  | 801,139              | 25,739                |
| IDF# REVENUE      | 2,454,698      | 208,481                  | 212,477                          | 2,160,533                  | 294,165             | 116,072                   | 0.88                  | 2,594,061            | 139,363               |
| SCHOOLING REIMB   | 0              | 0                        | 0                                | 0                          | 0                   | 0                         | #DIV/0!               | 0                    | 0                     |
| JDC LAUNDRY       | 7,100          | 603                      | 336                              | 5,106                      | 1,994               | (807)                     | 0.72                  | 6,131                | (969)                 |
| JDC FOOD          | 31,501         | 2,675                    | 1,755                            | 24,626                     | 6,875               | (1,610)                   | 0.78                  | 29,568               | (1,933)               |
| MEALS             | 500            | 42                       | 0                                | 318                        | 182                 | (98)                      | 0.64                  | 382                  | (118)                 |
| PVT PAY REVENUE   | 1,766,600      | 150,040                  | 177,841                          | 1,725,931                  | 40,669              | 254,571                   | 0.98                  | 2,072,253            | 305,653               |
| UNCLASS           | 7,300          | 620                      | 107                              | 1,431                      | 5,869               | (4,649)                   | 0.20                  | 1,718                | (5,582)               |
| INTEREST EARNED   | 60,000         | 5,096                    | 2,466                            | 25,002                     | 34,998              | (24,970)                  | 0.42                  | 30,019               | (29,981)              |
| SALE OF ASSETS    | 0              | 0                        | 0                                | 0                          | 0                   | 0                         | #DIV/0!               | 0                    | 0                     |
| TRANSFER IN       | 373,723        | 31,741                   | 32,801                           | 319,474                    | 54,249              | 8,209                     | 0.85                  | 383,579              | 9,856                 |
| TELEPHONE REIMB   | 0              | 0                        | 750                              | 7,500                      | (7,500)             | 7,500                     | #DIV/0!               | 9,005                | 9,005                 |
| TOTAL ACC REVENUE | 5,476,822      | 465,155                  | 488,735                          | 4,937,171                  | 539,651             | 375,654                   | 0.90                  | 5,927,853            | 451,031               |

## TOTAL ACC REVENUE

## LESS ACCURRED EXPENSES

|             |           |           |             |             |         |           |
|-------------|-----------|-----------|-------------|-------------|---------|-----------|
| 5,476,822   | 465,155   | 488,735   | 4,937,171   | 539,651     | 375,654 | 451,031   |
| (5,730,224) | (469,164) | (458,231) | (4,631,043) | (1,099,182) | 141,528 | (169,927) |

## ACC REV - (ACC EXP)

## PLUS CAP EXP

|           |         |        |         |           |          |         |
|-----------|---------|--------|---------|-----------|----------|---------|
| (253,402) | (4,009) | 30,503 | 306,129 | (559,531) | 517,182  | 367,556 |
| 0         | 14,300  | 0      | 59,811  | 108,559   | (80,421) | 71,812  |

## ACC BALANCE

|           |        |        |         |           |         |         |
|-----------|--------|--------|---------|-----------|---------|---------|
| (253,402) | 10,291 | 30,503 | 365,939 | (450,972) | 436,761 | 439,368 |
|-----------|--------|--------|---------|-----------|---------|---------|

## DAILY CENSUS

[illegible][illegible][illegible][illegible][illegible]

# McLEAN COUNTY NURSING HOME

CENSUS Report - 2003

| MONTH     | AVG<br>MEDICARE | AVG<br>PVT PAY | AVG<br>IDPA | AVG<br>BED HOLD | AVG<br>CENSUS | AVG<br>VACANT |
|-----------|-----------------|----------------|-------------|-----------------|---------------|---------------|
| JANUARY   | 10.06           | 47.29          | 78.29       | 0.55            | 136.19        | 13.81         |
| FEBRUARY  | 10.68           | 48.36          | 76.14       | 1.50            | 136.68        | 13.32         |
| MARCH     | 7.13            | 50.29          | 76.42       | 1.65            | 135.49        | 14.51         |
| APRIL     | 7.53            | 52.97          | 78.13       | 1.53            | 140.16        | 9.84          |
| MAY       | 7.32            | 51.58          | 81.94       | 1.23            | 142.06        | 7.94          |
| JUNE      | 9.40            | 47.57          | 83.80       | 0.87            | 141.63        | 8.37          |
| JULY      | 4.84            | 49.55          | 84.94       | 0.90            | 140.22        | 9.78          |
| AUGUST    | 8.00            | 50.13          | 82.19       | 1.13            | 141.45        | 8.55          |
| SEPTEMBER | 7.50            | 52.80          | 79.57       | 0.70            | 140.57        | 9.43          |
| OCTOBER   | 7.68            | 50.94          | 76.84       | 2.97            | 138.43        | 11.57         |
| NOVEMBER  |                 |                |             |                 |               |               |
| DECEMBER  |                 |                |             |                 |               |               |

|               |       |        |        |       |        |       |
|---------------|-------|--------|--------|-------|--------|-------|
| YTD AVERAGE   | 8.01  | 50.15  | 79.83  | 1.30  | 139.29 | 10.71 |
| % OF CAPACITY | 5.34% | 33.43% | 53.22% | 0.87% | 92.86% | 7.14% |





Ruth Weber  
County Recorder

(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov  
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

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November 21, 2003

To: Finance Committee Chairman and Members

From: Ruth Weber *Ruth Weber*

There has been a delay in the implementation of Accounts Receivable into our software system. We have been assured by our software vendor that this will take place on December 15, 2003.

Therefore, we continue to work with Helen Barrick of the Clifton Gunderson firm to reconcile the Accounts Receivable. We shall give you a complete report on its progress and results when completed.



McLean County

Ruth Weber  
County Recorder

(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov  
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

MONTHLY REPORT  
OF  
OFFICIAL RECEIPTS

TO THE COUNTY BOARD OF MCLEAN COUNTY

I, Ruth Weber, County Recorder, in and for the County of McLean and the State of Illinois, respectfully present the following report of all fees received for my office, for and during the period of October 1, 2003 through October 31, 2003.

|                             |             |
|-----------------------------|-------------|
| RECEIPTS: Copy Fees         | \$ 1,102.00 |
| Recording Fees              | 56,396.00   |
| County Revenue Stamps       | 50,472.75   |
| Microfilm Sales             | 550.00      |
| Recorder Receivable         | 33,877.70   |
| Document Storage            | 11,483.00   |
| GIS Document Storage        | 3,789.00    |
| Document Storage Receivable | 11,035.50   |
| State Revenue Stamps        | 94,867.50   |
| GIS Fund                    | 7,586.00    |
| GIS Receivable              | 7,806.00    |

Total Receipts \$278,965.45

Deposited with County Treasurer \$278,965.45

Balance on hand 11/03/03

Cash \$ 50.00

Accounts Receivable 49,890.40

Total \$49,940.40

Respectfully submitted this 6th day of November, 2003

Ruth Weber  
County Recorder



November 24, 2003

The Honorable Peggy Ann Milton  
McLean County Clerk  
104 W. Front Street - Room 704  
Bloomington, IL 61701

Re: AccuVote OS Voting System Proposal for McLean County

Dear Ms. Milton:

Fidlar Election Company is pleased to offer the following Voting Solution and software proposal, which is or will be HAVA 2002 and SB 0428 compliant for your review and consideration:

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-----------------|--------------------|
| 66              | Precincts          |
| 57              | Polling Places     |
| 48,289          | Active Voters      |

| <u>QUANTITY</u> | <u>DESCRIPTION</u>             | <u>PRICE</u>         |
|-----------------|--------------------------------|----------------------|
| 62              | 311-1421 AccuVote OS Tabulator | \$ 387,500.00        |
| 62              | 321-1111 Ballot Box            | Included             |
| 62              | 641-1311 128KB Memory Card     | Included             |
| 62              | 314-1211 Case                  | Included             |
| <b>Total:</b>   |                                | <b>\$ 387,500.00</b> |

Total Price: \$ 387,500.00

Less Client Discount: \$ (65,100.00)

Total Price For Voting Solution Investment: \$ 322,400.00

**FINANCING**

|                          |  |                |
|--------------------------|--|----------------|
| <input type="checkbox"/> | Purchase                                 | \$ 322,400.00  |
|                          | Down payment due from HAVA Reimbursement | \$(207,494.30) |
|                          | Due upon delivery                        | \$ 114,905.70  |

**ADDITIONAL SERVICES**

|   |   |              |
|---|---|--------------|
| 1 | Pollworker Training Per Day (Plus Expenses)             | \$ 1,150.00  |
| 2 | Public Awareness Training (Plus Expenses)               | \$ 2,300.00  |
| 1 | OS Ballot on Demand Annual Fee after Election year 2004 | \$ 7,400.00  |
|   | Ballot Bags @ \$65.00 each                              |              |
|   | Annual Maintenance of 62 Optical Scan Devices for 2005  | \$ 17,050.00 |
|   | HP9100 Printer  | Included     |
|   | Use of GEMS Software for 2004                           | Included     |
|   | Dana Pittman to support Elections for 2004              | No Charge    |

Prices good for 30 days from date of Proposal.

**FOB Manufacturer**

Very truly yours,  
**Fidlar Election Company**

Ken Gibson, Account Manager  
Dana Pittman, Account Manager

**ACCEPTED:**

Peggy Ann Milton, County Clerk  
McLean County  
BY

William R. Barrett, Vice President  
Fidlar Election Company  
BY

*William R. Barrett*

DATE \_\_\_\_\_ DATE November 24, 2003

Michael Sweeney, McLean County Chairman  
BY

DATE \_\_\_\_\_



November 25, 2003

John Zeunik  
McLean County  
104 W. Front Street  
P. O. Box 2400  
Bloomington, IL 61702-2400

RE: Bank Eligible Municipal Lease Purchase Financing (All billings to be send to Peggy Ann Milton, County Clerk at the same address).

Dear John:

Thank you for the opportunity to earn your business. Commerce Bank, N. A. takes pride in providing local, customized service coupled with competitive pricing.

Commerce Bank, N. A. has approved the following terms for McLean County to purchase 62 new optical scan voting machines @ \$5,200.00 each. This commitment to lease funds will expire Friday at 5:00PM, January 30, 2004 unless accepted prior.

**LESSOR:** Commerce Bank, N.A.

**LESSEE:** McLean County, Illinois

**ORIGINAL  
ACQUISITION COSTS:** \$ 322,400.00

**EQUIPMENT:** 62 new optical scan voting machines @ \$ 5,200.00 each (All equipment acceptable to and at Commerce Bank, N. A. sole discretion).

**FUNDING  
SCHEDULE:** On or before January 30, 2004

**BASE TERM RENT  
AND BASE TERM  
COMMENCEMENT DATE:**

The Base Term of the lease shall be Four (4) Years. Lessee shall make Four (4) consecutive annual payments, in arrears, equal to \$ 87,773.77 or 27.22511% of Original Acquisition Cost ("Base Rental Factor").

**FASB IMPLICIT RATE:** 3.50%

**RENTAL ADJUSTMENT:** The Base Rent Factor, as hereinafter defined, is based on a straight line interpolation of United States Treasury Interest Rate Swaps with a weighted average life equal to lease term offered, the rate is 2.47%, as quoted in the Federal Reserve Statistical Release H.15,

McLean County  
November 25, 2003  
Page 2 of 2

Interest Rate Swaps, (the "Index") for November 20, 2003 ("Reference Date"). Lessor reserves the right to adjust the Base Rent Factors based on the changes of these indices prior to the Base Term Commencement Date, these adjustments shall preserve Lessor's original spread to a nominal pre-tax yield.

**END OF LEASE OPTION:** Lessee will own the Base Lease Assets.

**TAX TREATMENT:** Tax depreciation shall be for Lessee's account.

**NET LEASE:** The lease shall be a net lease in all respects, and Lessee shall be responsible for all taxes (other than federal taxes measured on Lessor's net income) and other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

**ORAL AGREEMENTS OR COMMITMENTS TO LEASE MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR OBLIGATION, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

To accept the foregoing, please execute the one original of this letter, and return it directly to the undersigned:

Very truly yours,

COMMERCE BANK, N.A.



Byron Blotcky  
Vice President

ACCEPTED: McLean County, Illinois.

BY:

\_\_\_\_\_  
Michael F. Sweeney

TITLE:

\_\_\_\_\_  
Chairman, McLean County Board

DATE:

\_\_\_\_\_

RESOLUTION of the McLEAN COUNTY BOARD  
SEEKING REIMBURSEMENT for the  
PURCHASE of OPTICAL SCAN VOTING MACHINES  
Under the "HELP AMERICA VOTE ACT of 2002"

WHEREAS, on October 29, 2002, President George W. Bush signed into law the "Help America Vote Act of 2002," (the "HAVA") (Public Law 107-252); and,

WHEREAS, under Title 1, Section 102 of HAVA, "Replacement of Punch Card and Lever Voting Machines," federal funds are provided to reimburse election jurisdictions as part of a punch card buyout program; and,

WHEREAS, on August 21, 2003, Illinois Governor Rod Blagojevich signed Senate Bill 428, the State legislation helping to implement the federal law and establishing a State fund to distribute monies in accordance with HAVA; and,

WHEREAS, at its September 15, 2003 meeting, the Illinois State Board of Elections adopted a staff proposal to distribute HAVA funds for the punch card buyout program; and,

WHEREAS, at its November 18, 2003, meeting, the McLean County Board adopted the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance, which includes an appropriation in the County Clerk's Office for the lease-purchase of optical scan voting machines for use in the precincts in McLean County under the jurisdiction of the County Clerk; and,

WHEREAS, at its December 2, 2003 meeting, the Finance Committee recommended approval of the recommendation received from the County Clerk to purchase 62 optical scan voting machines for use in the March, 2004 primary election and the November, 2004 general election; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

1. The McLean County Board agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United State Government under the provisions of the Help America Vote Act ("HAVA") for the reimbursement for new voting systems and equipment in compliance with HAVA requirements.

2. The McLean County Board agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of equipment previously purchased, providing full information about payment amounts and other cost information for such equipment.

3. The McLean County Board agrees to take such action as necessary to be certain that the new voting system does not use punch card or lever machines, and is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (Attachment B) by January 1, 2006.

4. The McLean County Board understands and agrees that equipment purchased for said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the County.

5. The McLean County Board further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the County and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.

6. The McLean County Board agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Federal Election Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to the County in the event the County is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. The County specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against the County, the County agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The McLean County Board authorizes Peggy Ann Milton, County Clerk, to act as the agent for the County in preparing and executing all applications and other documents required by the State Board of Elections for the reimbursement of HAVA approved voting systems, and the McLean County Board authorizes her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the indemnities provided in this Resolution. The County Clerk is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of the McLean County Board.



ADOPTED by the McLean County Board on this the 16<sup>th</sup> day of December, 2003.

APPROVED:

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Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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Peggy Ann Milton, Clerk of the County  
Board, McLean County, Illinois

(Place Official Seal here)

## Attachment A

### **SEC. 906. NO EFFECT ON OTHER LAWS.**

(a) In General.--Except as specifically provided in section 303(b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

(1) The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).

(2) The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).

(3) The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).

(4) The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).

(5) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

(6) The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act.--The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

## ATTACHMENT B

### **SEC. 301. VOTING SYSTEMS STANDARDS.**

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

- (A) to define ballots;
- (B) to cast and count votes;
- (C) to report or display election results; and
- (D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

- (A) to identify system components and versions of such components;
- (B) to test the system during its development and maintenance;
- (C) to maintain records of system errors and defects;
- (D) to determine specific system changes to be made to a system after the initial qualification of the system; and
- (E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective

date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.



**PEGGY ANN MILTON  
COUNTY CLERK**

(309) 888-5190

Fax (309) 888-5932

Tax Extension (309) 888-5187

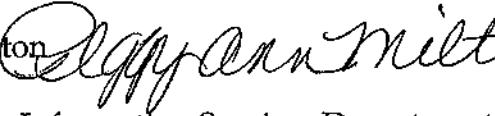
Voter's Registration (309) 888-5186

104 W. Front Room 704 Bloomington, IL 61701

E-mail: [peggyann@mclean.gov](mailto:peggyann@mclean.gov) Website: [www.mclean.gov](http://www.mclean.gov)

DATE: November 21, 2003

TO: Honorable Members of the Finance Committee

FROM: Peggy Ann Milton 

RE: Assistance from Information Services Department

Every two years our office is statutorily obligated to send a new Voter Identification Card to each registered voter in our election jurisdiction. Thousands of these cards are returned as undeliverable. This is the process mandated to purge our voter registration files.

In the past, when these cards were returned by the Post Office, we had to manually enter each voter's name into our voter registration system and edit them accordingly. This year, thanks to Craig Nelson and Kajuana Jackson from the Information Services Department, we were able to send out bar-coded ID Cards. Now, when cards are returned to our office, we scan the bar codes to place them into a batch that we can edit as a group. This serves to ensure accuracy for McLean County voter registration files.

I thought you should know, but I'm sure you already do, what an asset Craig and Kajuana are to our County.

Thank you.

*"We look forward to serving you."*



**RISK MANAGEMENT OFFICE**

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: riskingt@mclean.gov

104 West Front Street

P. O. Box 2400

Bloomington, IL 61702-2400

**Memo To:** Matt Sorensen, Chairman  
Members of the Finance Committee

**From:** Jennifer Ho, Risk Manager *Jen Ho*

**Date:** November 29, 2001

**Subject:** Approval of Agreement for Assignment of Rights

For your consideration, we are presenting an agreement presented by the Westfield Insurance Company, the carrier on the property insurance for the Law & Justice Center, for assignment of the County's rights to them for recovery against any third party for expenses assumed by the Westfield Insurance Company on behalf of the County in conjunction with the fire of June 15, 2003.

This agreement has reviewed and finalized by both the County's legal representative, Mr. Gary Nelson of Heyl Royster Voelker & Allen and the PBC's legal counsel, Mr. Bob Neirynck for approval. As a matter of equity, the Westfield does have the right to recover from other carriers for "disputed expenses". However, both attorneys are recommending the approval of this agreement.

The Westfield Insurance Company is the property carrier for PBC owned properties, which include the Law & Justice Center. By terms of the lease agreement between the PBC and the County, the PBC provides the structural coverage on the building while the County, as tenant, procures the coverage for the contents within this building.

I will be available for your questions on this matter. Thank you.



## ASSIGNMENT

This assignment is effective as of the date signed below by the County of McLean ("County").

WHEREAS, Westfield Insurance Company ("Westfield") issued commercial property policy no. CSP3 689 189 to the Public Building Commission of McLean County ("PBC") effective from June 18, 2002 through June 18, 2003 insuring the property located at 104 W. Front Street, Bloomington, Illinois, 61701 ("property") subject to the terms and conditions of the policy, which policy also insured County as an additional insured;

WHEREAS, The Hartford issued Special Multi-Flex policy no. 83 UUM RF 6641 to County and Cincinnati Insurance Company issued Machinery and Equipment policy no. 2656805 to County (the "other policies") which other policies were in force and effect at the relevant time of the Westfield policy, with respect to the property, with coverages provided to County, pursuant to the terms and conditions of the other policies;

WHEREAS, the property sustained a loss on or about June 15, 2003 ("occurrence");

WHEREAS, the cause of the loss is under investigation;

WHEREAS, Westfield had made loss payments to County and will make additional loss payments to County in the future, which loss payments Westfield contends are covered and should be paid in whole or in part, or on a pro-rata basis by one or both of the other policies;

WHEREAS, County has agreed to assign to Westfield its claim and policy rights to claim for losses paid to County by Westfield arising from the occurrence which County may have under the other policies and which loss payments Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies;

NOW, therefore, and in consideration of Westfield's prior and future payments and other good and valuable consideration, sufficiency of which is hereby acknowledged, County hereby assigns and transfers onto Westfield, its successors, legal representatives and assigns, (1) all right, title and interest in the other policies arising out of or in any manner relating to losses from the occurrence for which and to the extent which Westfield has or will make payment and which losses Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies; and (2) any and all rights, claims, and causes of action, whether accrued or unaccrued, in contract or in tort or in equity, that it has or may have against Hartford and/or Cincinnati Insurance Company on the other policies arising out of or in any manner relating to losses from the occurrence for which Westfield has or will make payment and which losses Westfield contends are covered and should be paid, in whole or in part, or on a pro-rata basis by one or both of the other policies.

If Westfield makes payment to the County that it later claims or asserts should have been paid, either in whole or in part, or on a pro-rata basis by Hartford or Cincinnati, Westfield agrees that it shall not seek recovery or reimbursement of any of those payments from County. Westfield shall be solely responsible for all costs, expenses and attorneys fees, if any, incurred in asserting any rights of County under this assignment.

County agrees to communicate to Westfield or its representatives any facts known to County with respect to the occurrence and the other policies, testify in any judicial or administrative proceeding to the extent required by law, and take whatever other steps as may be reasonably necessary to effectuate this assignment, when requested to do so by Westfield.

COUNTY OF MCLEAN

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

Suite 600  
124 S.W. Adams Street  
Peoria, IL 61602-1352  
Fax (309) 676-3374  
(309) 676-0400

# HEYL ROYSTER VOELKER & ALLEN

OFFICES IN:  
PEORIA, ILLINOIS  
SPRINGFIELD, ILLINOIS  
URBANA, ILLINOIS  
ROCKFORD, ILLINOIS  
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*Managing Partner*  
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BRUCE L. BONDS  
ADRIAN E. HARLESS  
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KEVIN J. LUTHER  
KAREN L. KENDALL  
CRAIG S. YOUNG  
WILLIAM I. COVEY  
CHRISTOPHER P. LARSON  
KEVIN L. PLOTNER  
RICHARD K. HUNSAKER  
SCOTT D. SPOONER  
DANIEL R. SIMMONS  
PATRICK J. LONDRIGAN  
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LISA A. LACONTE  
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JAMES J. MANNING  
TIMOTHY W. KIRK  
BLAINE MASSOCK  
WILLIAM W. RANARD  
MARK D. HANSEN  
EDWARD E. JOHNSTON  
RICHARD P. KLAUS  
DEBRA L. STEGALL  
TURNER A. ROUSE  
TIMOTHY A. GRAHAM  
BRENT A. SWANSON  
PETER M. MAGINOT  
WILLIAM J. DYE, JR.  
SCOTT G. SALEM  
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RAYMOND C. ROSE  
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CHRISTINE M. MCCLEMAN  
CRAIG L. UNRATH  
JAMES A. TELTHORST  
JOSEPH P. WHYTE  
MICHAEL T. KOKAL  
ROBERT M. BENNETT  
TONEY J. TOMASO  
THERESA M. POWELL  
TOBIN J. TAYLOR  
KEITH E. FRUEHLING  
JAY E. ZNANIECKI  
MARK A. LUDOLPH  
DAVID L. SZLANKUCHT  
JOHN C. CRAIG  
MICHAEL P. DANIELS  
JANE M. BOARDMAN  
TANYA J. GERANIOS  
AFRI C. TROEMPER  
JILL I. ROGERS-MANNING  
MATTHEW R. BOOKER  
SCOTT L. KELLOGG  
JO ANNA POLLOCK  
JAMES E. CARLSON, III  
MICHELE M. RATAY  
THOMAS J. DLUSKI  
TIMOTHY A. MULDOWNY  
JOHN A. BRUEGGER  
KEITH E. HILL  
ROBERT P. MARCUS  
JUSTIN L. WARD  
MAURA YUSOF  
ANDREW J. KEYS  
BRAD A. ANTONACCI  
AMY E. BENDER LEVY  
THOMAS P. CROWLEY  
AARON J. BRYANT  
DEBORAH A. HAWKINS

November 12, 2003

Ms. Jennifer Ho  
Risk Manager  
McLean County - Office of Administration  
McLean County Risk Management  
104 W. Front, Room 701  
P.O. Box 2400  
Bloomington, IL 61702

IN RE: Our File: 07232-N8281  
McLean County - Office of Administration (6/15/03 Explosion at Law &  
Justice Center

Dear Jennifer:

Enclosed please find the revised Assignment which Bob Neirynek and I have discussed with Westfield's attorneys. We have agreed on the language and I am sending it to you to sign on behalf of McLean County.


Bob is going to have the PBC sign an identical Assignment substituting PBC for McLean County where appropriate.

After you have signed it, if you will return to me in the enclosed self-addressed, stamped envelope, I will provide it to Westfield.

Dave Perkins is drafting a report for you right now on the code enforcement provisions. We hope to have that to you the beginning of next week. If you have any questions, please feel free to give me a call.

Very truly yours,

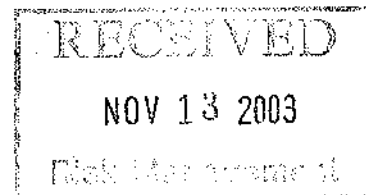
HEYL, ROYSTER, VOELKER & ALLEN

By:   
Gary D. Nelson

[gnelson@hrva.com](mailto:gnelson@hrva.com)

GDN/dmm

GA81\N8281\N8281\CO 004 Ho 111203 enc Assignment.wpd



OR COUNSEL:  
LYLE W. ALLEN  
RICHARD N. MOLCHAN  
GARY M. PELOW  
DUNCAN B. COOPER, III



**RISK MANAGEMENT OFFICE**

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: riskmgt@mclean.gov

104 West Front Street

P. O. Box 2400

Bloomington, IL 61702-2400

**Memo To:** Matt Sorensen, Chairman  
Members of the Finance Committee

**From:** Jennifer Ho, Risk Manager *JEN Hu*

**Date:** November 29, 2001

**Subject:** Approval of Agreement for Third Party Claims Administration Services

We are presenting the agreement for third party claims administration between the County and Canon-Cochran Management Services Inc (CCMSI) for your consideration and action.

This is a 3-year agreement from 1/12/2004 to 12/31/2006. CCMSI has been administering the County's workers' compensation claims since 1996. We have been satisfied with their performance to date. For the fees in consideration, CCMSI provides the County with on-line access to claims information, provides the needed communication with injured employees with regard to benefits and their care, files the necessary forms with the State and other regulatory agencies. For the renewal period, CCMSI is also offering on-line filing of claims to expedite the reporting of claims. CCMSI also acts as a resource on specific loss control and other type of claims.

I am recommending this contract for renewal. If you have questions on this matter, please contact me.  
Thank you.

**SERVICE AGREEMENT BETWEEN  
MCLEAN COUNTY AND  
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

**THIS SERVICE AGREEMENT** is made and entered into this 1st day of January 2004, by and between McLean County (the "Client"), and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

**A. APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's workers' compensation self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.

**B. FUNCTIONS OF CCMSI.** During this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:

**1. General Administrative Duties and Responsibilities.**

**(a) Regulatory Functions.**

- 1) CCMSI will perform or supervise functions set forth in the rules and regulations promulgated by the State Self-Insurance Regulations.
- 2) CCMSI will prepare, compile, and file notices, reports, documents, forms and surveys as may be required of the Administrator by the State.
- 3) CCMSI will represent the Client to the best of its ability at necessary hearings, meetings, conventions and administrative inquiries involving the interests of the Client, as required of the Administrator by the State, except those requiring representation by an attorney at law.

**(b) Management Functions.** CCMSI will perform and manage the daily business affairs of the Client's self-insurance program, including but not limited to:

- 1) Preparing and maintaining adequate and correct books, records and accounts on behalf of the Client in compliance with applicable statutes, regulations and established practices.
- 2) Recommending firms or individuals to perform legal, financial and other professional services on behalf of the Client, and paying such firms or individuals with Client funds, subject to Client approval.
- 3) Coordinate and report to excess insurance carriers, as appropriate, subject to compliance of Section C.5.

- (c) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.
  - (d) Cooperation by CCMSI. CCMSI will cooperate with any fiscal or fiduciary agent appointed by the Client for the management of the Client's investments.
  - (e) Additional Services. Subject to joint agreement by the parties and negotiation of a mutually acceptable fee, CCMSI will provide such additional services as may be reasonable, necessary or prudent for the business and purposes of the Client.
- 2. Risk Management Services. CCMSI will provide the Client risk management services upon mutual agreement of the parties. The Schedule of Risk Management Services is attached hereto as Exhibit B.
- 3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services is attached hereto as Exhibit C.
- 4. Claim Administration.
  - (a) Claim Management and Administration. CCMSI will manage and administer all claims of the Client which occur during the period of this Agreement. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
  - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
  - (c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
  - (d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims. Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of out-of-state claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
    - 1) Independent medical examinations of claimants;
    - 2) Managed care, including but not limited to PPO networks, medical bill audits, medical management review, and CCMSI Managed Care Services, agreed to by the Client;

- 3) Surveillance and other related expenses associated with the detection and prosecution of fraudulent claims including legal fees;
- 4) Attorneys, experts and special process servers;
- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State; and
- 9) Actual expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management.

(e) Subrogation. CCMSI will monitor claims for subrogation.

**C. CLIENT RESPONSIBILITIES.** Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Cooperate fully in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's workers' compensation self-insurance program.
6. Promptly pay CCMSI's fees.

**D. OPERATING EXPENSES.** The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with meeting State security requirements;
2. Certified Public Accountants;
3. Attorneys, other than provided for in Section B.3.(d)3) and B.3.(d)4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;



5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B.4.(d) of this Agreement;
7. Governmental fees and taxes; and
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies, operator-assisted conference calls and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. NCCI charges;
10. Excess and other insurance premiums;
11. EDI charges; and
12. Other operating costs as normally incurred by the Client.

**E. BOOKS AND RECORDS.**

1. (a) CCMSI shall maintain all books, records, applications and other forms of information relating specifically to the Client which are necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.  
  
(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E.1.(b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items.
2. During this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental authority having jurisdiction over CCMSI or the Client.

**F. SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

**G. OTHER INSURANCE.** Any specific or aggregate excess insurance, reinsurance,

or other insurance product purchased by the Client will be placed by CCMSI, if requested by the Client. Customary commissions and fees for these coverages will be retained by CCMSI.

#### **H. TERM AND TERMINATION.**

1. Term of Agreement. The first term of this Agreement shall be for three (3) years beginning on January 1, 2004 and terminating on December 31, 2006. Unless ~~the Agreement~~ is terminated as set forth in paragraph G.2. below, it will automatically renew for another term of three (3) years. This automatic renewal shall continue for successive three (3) year terms until the Agreement is terminated as set forth in paragraph H.2. or paragraph H.4. below. It is anticipated that, at least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall either enter into good-faith negotiations regarding any change in terms for renewal or provide written notice of their intent to terminate as set forth in subparagraph H.2.(b) below.
2. Termination of Agreement. This Agreement may be terminated:
  - (a) By mutual agreement of the parties hereto;
  - (b)        Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H.1. above;
  - (c) Upon dissolution of the Client's self-insurance program, whether voluntary or due to cessation of Client's authority to self-insure;
  - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
  - (e) Upon thirty (30) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H.2.(e), the terminating parties shall give written notice to the other party, who shall have thirty (30) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the thirty (30) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the thirty (30) day period described herein.
3. Services Following Termination of Agreement. Should this Agreement be terminated for any condition described under Section H.2., CCMSI will cease providing services, turn over to the Client all Client files, which shall include loss control records, reports, surveys and correspondence, underwriting surveys and premium calculations, reinsurance and excess insurance files, all active and closed claim files, Client files, and readable form copies of all regulatory filings.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions; and
- (c) Provide an electronic transfer of data, if such is feasible.

4. **Termination Fee.** If the Program terminates this Agreement for any reason other than those set forth in paragraph H.2. above, the Client will pay CCMSI a termination fee equal to ten percent (10%) of CCMSI's projected annual fee. In such event, payment of the termination fee will be within ninety (90) days after the effective date of termination.

- I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule hereto as Exhibit E.

- J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to arbitration as the sole remedy available to both parties. Any such arbitration will take place in the City of Bloomington, Illinois, and will be conducted in accordance with the then-current rules of the American Arbitration Association. The Arbitrators, to the extent feasible, will be or have been executive officers of insurance or reinsurance companies.

- K. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

- L. **INDEMNIFICATION.**

- 1. **Indemnification by Client.** The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
- 2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable

attorneys' fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

**M. CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule, or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

**N. MISCELLANEOUS.**

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own judgment, within the parameters set forth herein, as to the time and manner in which it performs the services required hereunder.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: \_\_\_\_\_  
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Effective Date: January 1, 2004

***EXHIBIT A***

**SCHEDULE OF REPORTS**

CCMSI will provide the following computer reports:

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

***EXHIBIT B***

**SCHEDULE OF RISK MANAGEMENT SERVICES**

CCMSI will conduct an annual claim review meeting at the Client's request.

Effective Date: January 1, 2004

***EXHIBIT C***

**SCHEDULE OF LOSS CONTROL SERVICES**

Loss control services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.

***EXHIBIT D***

**MANAGED CARE SERVICES**  
***(compSolutions)***

There is no charge to McLean County for Managed Care Services provided in this Agreement unless savings are achieved. Upon savings for PPO, fee schedule or usual and customary adjustments, the savings allocation is 67% to McLean County and 33% to *compSolutions*, paid as an allocated claim expense. For the Prescription Drug Savings Program, the savings allocation is 67% to McLean and 33% to *compSolutions*, also paid as an allocated expense.

The above Managed Care Services are contingent on the provision that all medical bills are being routed for review through CCMSI's Managed Care Program, "*compSolutions*".

Effective Date: January 1, 2004



***EXHIBIT E***

**FEE AND PAYMENT SCHEDULE**

**01/01/04 – 12/31/06**

**Claims Administration**

CCMSI will handle workers' compensation claims for the life of this Agreement for a per claim annual fee as follows:

|                                 |   |
|---------------------------------|---|
| Indemnity .....                 | \$650 / per claim for policy year 01/01/04-12/31/04 |
|                                 | \$665 / per claim for policy year 01/01/05-12/31/05 |
|                                 | \$675 / per claim for policy year 01/01/06-12/31/06 |
| Medical Only .....              | \$150 / per claim for policy year 01/01/04-12/31/04 |
|                                 | \$150 / per claim for policy year 01/01/05-12/31/05 |
|                                 | \$150 / per claim for policy year 01/01/06-12/31/06 |
| Incident Only/Report Only ..... | \$ 35 / per claim for policy year 01/01/04-12/31/04 |
|                                 | \$ 35 / per claim for policy year 01/01/05-12/31/05 |
|                                 | \$ 35 / per claim for policy year 01/01/06-12/31/06 |

**Total Minimum Claims Administration Fee ..... See Chart Below**

CCMSI will provide claims administration for a minimum annual claim fee of \$16,868 with a 3% increase at the start of the second year and a 3% increase at the start of the third year. CCMSI and McLean County mutually agree that if claim trends change significantly up or down, we will meet to establish a new minimum claims administration fee at the beginning of the new policy year.

Claims will be analyzed by the number of claims as well as the type of claims at the end of each year and priced on a per claim fee outlined above.

Any additional charges over the total adjusted claims administration fee will be billed quarterly thereafter.

Annual Administration Fee ..... \$500 – Policy Year 01/01/04-12/31/04  
\$750 – Policy Year 01/01/05-12/31/05  
\$750 – Policy Year 01/01/06-12/31/06

Included in the Annual Administration Fee:

- Dedicated Client Service Team and Client Service Instructions specific to McLean County
- Monthly Loss Reporting
- Index System Reporting which now includes OFAC/Patriot Act compliance
- Issuance of 1099's
- Assistance in filing and completing state forms (i.e. 2<sup>nd</sup> Injury Fund and Illinois Form 45)
- Internet Claim Access
- Annual Claim Review at Client's request. Additional Client visits will be charged at time & expense @ \$75 an hour.
- Coordination of claim audits with excess carrier as requested

| Policy Period     | Minimum<br>Claims<br>Administration<br>Fee | Annual<br>Administration<br>Fee | Grand<br>Total | Quarterly<br>Installments |
|-------------------|--|---------------------------------|----------------|---------------------------|
| 01/01/04-12/31/04 | \$16,868                                   | \$500                           | \$17,368       | \$4,342.00                |
| 01/01/05-12/31/05 | \$17,374                                   | \$750                           | \$18,124       | \$4,531.00                |
| 01/01/06-12/31/06 | \$17,895                                   | \$750                           | \$18,645       | \$4,661.25                |

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: \_\_\_\_\_  
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Facilities Management Department 0041  
Health Department Building 0046

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046; and,

WHEREAS, the Property Committee and the County Board recommended approval of the bid award for the installation of new exterior metal siding for the Health Department Building; and,

WHEREAS, it is necessary to amend the fiscal year 2003 Combined Annual Appropriation and Budget Ordinance in order to appropriate in fiscal year 2003 sufficient funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, sufficient funds are available in the unappropriated fund balance of the General Fund 0001 and in certain Health Department Special Revenue Funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, the Finance Committee, on Tuesday, December 2, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2003; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budgets of the following funds of the Health Department, the following amounts:

Unappropriated Fund Balance:

|                          |                     |
|--------------------------|---------------------|
| 0112-0061-0062-0400.0000 | \$ 92,228.03        |
| 0111-0061-0062-0400.0000 | \$ 20,000.00        |
| 0106-0061-0062-0400.0000 | \$ 25,000.00        |
| 0108-0061-0062-0400.0000 | \$ 15,108.14        |
| 0113-0061-0062-0400.0000 | <u>\$ 16,663.83</u> |
| Total                    | \$169,000.00        |

(2)

2. That the County Auditor is hereby directed to amend the approved and adopted budgets of the Health Department, the following amounts:

Interfund Transfers:

|                          |                     |
|--------------------------|---------------------|
| 0112-0061-0062-0999.0001 | \$ 92,228.03        |
| 0111-0061-0062-0999.0001 | \$ 20,000.00        |
| 0106-0061-0062-0999.0001 | \$ 25,000.00        |
| 0108-0061-0062-0999.0001 | \$ 15,108.14        |
| 0113-0061-0062-0999.0001 | <u>\$ 16,663.83</u> |
| Total                    | \$169,000.00        |

3. That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, Health Department Administrator and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of December, 2003.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board  
of McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

# Assessment Status Report

| Township       | Book to S/A | To Printer | To Publisher | Newspaper             | Publication | Date of | Final Filing Date | 2002 Factor | 2003 Factor | Complaints Filed | B/R's Filed | Books Closed |
|----------------|-------------|------------|--------------|-----------------------|-------------|---------|-------------------|-------------|-------------|------------------|-------------|--------------|
| Allin          | 10/28/03    | 10/30/03   | 10/29/03     | Pantagraph            | 11/03/03    |         | 12/03/03          | 1.0561      | 1.0346      | 3                | 3           |              |
| Anchor         | 06/30/03    | 09/18/03   | 09/18/03     | Ridgeview Review      | 09/25/03    |         | 10/27/03          | 1.0323      | 1.0100      | 4                |             |              |
| Arrowsmith     | 10/27/03    | 10/28/03   | 10/28/03     | Pantagraph            | 11/03/03    |         | 12/03/03          | 1.0000      | 1.1067      | 1                | 2           |              |
| Bellflower     |             |            |              | LeRoy Journal         |             |         |                   | 1.0943      |             |                  |             |              |
| Bloomington    |             |            |              | Pantagraph            |             |         |                   | 1.0215      |             |                  |             |              |
| Blue Mound     | 07/03/03    | 09/08/03   | 09/15/03     | Ridgeview Review      | 09/18/03    |         | 10/20/03          | 1.0419      | 1.1327      | 12               |             |              |
| Cheney's Grove |             |            |              | Ridgeview Review      |             |         |                   | 1.0585      |             |                  |             |              |
| Chenoca        |             |            |              | Chenoca Town Crier    |             |         |                   | 1.0177      |             |                  |             |              |
| City           |             |            |              | Pantagraph            |             |         |                   | 1.0412      |             |                  |             |              |
| Cropsey        | 07/30/03    | 09/18/03   | 09/18/03     | Ridgeview Review      | 09/25/03    |         | 10/27/03          | 1.0000      | 1.0000      | 4                |             |              |
| Dale           |             |            |              | Pantagraph            |             |         |                   | 1.0283      |             |                  |             |              |
| Danvers        | 10/15/03    | 10/16/03   | 10/20/03     | Quill                 | 10/23/03    |         | 11/24/03          | 1.0362      | 1.0390      | 20               |             |              |
| Dawson         | 10/29/03    | 10/30/03   | 10/30/03     | Pantagraph            | 11/03/03    |         | 12/03/03          | 1.0000      | 1.1161      | 4                | 2           |              |
| Downs          | 08/12/03    | 09/26/03   | 09/26/03     | Pantagraph            | 10/01/03    |         | 12/05/03          | 1.1121      | 1.0525      | 18               | 2           |              |
| Dry Grove      |             |            |              | Quill                 |             |         |                   | 1.0663      |             |                  |             |              |
| Empire         |             |            |              | LeRoy Journal         |             |         |                   | 1.0526      |             |                  |             |              |
| Funk's Grove   |             |            |              | Heyworth Star         |             |         |                   | 1.0906      |             |                  |             |              |
| Gridley        | 10/24/03    | 10/27/03   | 10/27/03     | Gridley Village Times | 10/30/03    |         | 12/01/03          | 1.0122      | 1.0133      | 5                | 2           |              |
| Hudson         | 10/15/03    | 10/15/03   | 10/20/03     | Quill                 | 10/23/03    |         | 11/24/03          | 1.0702      | 1.0000      | 11               | 12          |              |
| Lawndale       | 08/01/03    | 09/18/03   | 09/18/03     | Ridgeview Review      | 09/25/03    |         | 10/27/03          | 1.0000      | 1.0156      | 2                |             |              |
| Lexington      |             |            |              | Lexingtonian          |             |         |                   | 1.0192      |             |                  |             |              |
| Martin         | 07/07/03    | 09/09/03   | 09/15/03     | Ridgeview Review      | 09/18/03    |         | 10/20/03          | 1.0476      | 1.0085      | 9                | 1           |              |
| Money Creek    | 11/06/03    | 11/12/03   | 11/12/03     | Lexingtonian          | 11/20/03    |         | 12/22/03          | 1.0539      | 1.0297      | 1                |             |              |
| Mount Hope     |             |            |              | Heyworth Star         |             |         |                   | 1.0107      |             |                  |             |              |
| Normal         |             |            |              | Normalite             |             |         |                   | 1.0396      |             |                  |             |              |
| Old Town       |             |            |              | Pantagraph            |             |         |                   | 1.0490      |             |                  |             |              |
| Randolph       | 09/26/03    | 09/30/03   | 09/30/03     | Heyworth Star         | 10/09/03    |         | 11/10/03          | 1.0350      | 1.0228      | 36               | 37          |              |
| Towanda        |             |            |              | Pantagraph            |             |         |                   | 1.0582      |             |                  |             |              |
| West           |             |            |              | LeRoy Journal         |             |         |                   | 1.1385      |             |                  |             |              |
| White Oak      | 10/28/03    | 10/31/03   | 10/31/03     | Quill                 | 11/06/03    |         | 12/08/03          | 1.0000      | 1.0074      | 1                |             |              |
| Yates          | 08/01/03    | 09/18/03   | 09/18/03     | Chenoca Town Crier    | 09/25/03    |         | 10/27/03          | 1.0323      | 1.0723      | 4                |             |              |
|                |             |            |              |                       |             |         |                   |             |             | 135              | 61          |              |

RESOLUTION  
OF THE McLEAN COUNTY BOARD  
ESTABLISHING MILEAGE REIMBURSEMENT  
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board has reviewed the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the McLean County Board, at its regular meeting on December 16, 2003, recommended that effective January 1, 2004, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 37.5 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 37.5 cents per mile effective as of January 1, 2004.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 37.5 cents per mile, effective as of January 1, 2004.

(3) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees shall be reviewed annually by the McLean County Board.

(4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

(2)

ADOPTED by the McLean County Board this 16th day of December, 2003.

ATTEST:

APPROVED:

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Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

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Michael F. Sweeney, Chairman  
McLean County Board

mileage\_reimb2004.res



# Internal Revenue Service

DEPARTMENT OF THE TREASURY

The  
Digital  
Daily[Home > The Newsroom](#)

## The Newsroom

### 2004 Standard Mileage Rates Set — 800,000 More Businesses Eligible

IR-2003-121, Oct. 15, 2003

WASHINGTON — The Internal Revenue Service today released the optional standard mileage rates to use for 2004 in computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes.

To reduce a recordkeeping burden, the IRS also announced that taxpayers who use no more than four vehicles at the same time for business purposes may use the standard mileage rate, starting in 2004. Currently, those using more than one vehicle at a time cannot use the standard rate at all, leaving them to track the actual expenses for each vehicle.

"With this change, more than 800,000 businesses will become eligible to use the standard mileage rate," said IRS Commissioner Mark W. Everson. "This reflects our ongoing interest in reducing the burden for businesses to comply with the tax laws."

Although many taxpayers may still claim actual vehicle expenses for various reasons, the IRS estimates that small businesses will save 8-10 million hours a year in recordkeeping with this expansion of the standard rate option.

A taxpayer may not use the standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS), after claiming a Section 179 deduction for that vehicle, or for any vehicle used for hire.

Beginning Jan. 1, 2004, the standard mileage rates for the use of a car (including vans, pickups, or panel trucks) will be:

- 37.5 cents a mile for all business miles driven, up from 36 cents a mile in 2003;
- 14 cents a mile when computing deductible medical or moving expenses, up from 12 cents a mile in 2003; and
- 14 cents a mile when giving services to a charitable organization.

Members of Congress welcomed the change.

Senator Olympia J. Snowe of Maine, chair of the Senate Committee on Small Business and Entrepreneurship, said, "I applaud the IRS for adopting this simplification measure for small businesses. This change will allow certain small businesses to put a stop to the time-consuming, costly and inconvenient practice of maintaining detailed paper records and, instead, use a simpler, standard mileage rate for business travel expenses when preparing their taxes. The IRS is providing the kind of relief that small business owners critically need: relief that allows them to cut the time spent complying with tax laws while expanding the time left over to do what they do best, namely running their businesses and creating critical jobs for this economy."

Rep. Don Manzullo of Illinois, chairman of the House Small Business Committee, said, "These changes by the Internal Revenue Service will provide additional needed tax relief to our struggling small businesses so they can once again lead us to recovery. More than 800,000 small businesses will benefit from these changes. In addition to the tax reductions, they will save eight to 10 million hours a year in record-keeping burdens so that they can now focus on their businesses. I congratulate IRS Commissioner Everson for his leadership in



making these changes and helping America's small businesses."

Rep. Doug Ose of California, Chairman of the House Government Reform Subcommittee on Energy Policy, Natural Resources and Regulatory Affairs, which has principal oversight over paperwork reduction, said, "I applaud Commissioner Everson's initiative, which will result in a 8-10 million hour burden reduction for small businesses. The paperwork burden on small business is enormous. This reduction in tax recordkeeping is a step in the right direction."

The standard mileage rates for business, medical and moving purposes are based on an annual study of the fixed and variable costs of operating an automobile. The primary reason for the mileage rate increases is the rise in fuel prices during the study period, which ended on June 30. An independent contractor, Runzheimer International, conducted the study on behalf of the IRS. The charitable standard mileage rate is set by law.

Revenue Procedure 2003-76 contains additional information on these standard mileage rates. It will appear in Internal Revenue Bulletin 2003-43, dated October 27, 2003.

**Related Item:** [Rev. Proc. 2003-76 \(PDF 151K\)](#)

[Subscribe to IRS Newswire](#)

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# **Position Classifications and Pay Ranges for Fiscal Year 2004**

| <u>Pay Grade</u> | <u>Minimum</u> | <u>Maximum</u> | <u>B/W Hrs.</u> | <u>Title</u>   | <u>Class Code</u>  |
|------------------|----------------|----------------|-----------------|--|--|
| M                | \$4.6455       | \$9.5662       | 75              | Assistant<br>Clerical Assistant<br>Intern  | 0004<br>0010<br>0399   |
| 1                | \$8.9309       | \$12.9499      |                 |  |  |
| 2                | \$9.6005       | \$13.9191      | 80              | Receptionist<br>Lobby Security Screener<br>Automotive Servicer<br>Volunteer Services Coordinator   | 0003<br>3301<br>7301<br>8311   |
| 3                | \$10.3202      | \$14.9635      | 80              | Custodian<br>CNA Coordinator   | 7131<br>8004   |
| 4                | \$11.0945      | \$16.0919      | 75              | Commissary Clerk<br>Office Support Specialist I<br>Deputy County Clerk<br>Assistant Clerk-Jury Commission  | 0005<br>0011<br>0023<br>1202   |
|                  |                |                | 80              | Mail Processing Clerk<br>Emergency Communications Addressing Technician<br>Building Maintenance Worker<br>Building Maintenance Worker-Nursing Home<br>Park Maintenance Worker I  | 0007<br>3107<br>7142<br>7152<br>7210                                 |
| 5                | \$11.9268      | \$17.2979      | 75              | Accounting Specialist I<br>Computer Operator<br>Vision and Hearing Technician<br>Dental Hygienist  | 0101<br>0201<br>8101<br>8103   |
|                  |                |                | 80              | Lead Custodian<br>Building Maintenance Mechanic I<br>Building Maintenance Mechanic -Nursing Home<br>Park Maintenance Mechanic I<br>Assistant Food Services Supervisor  | 7133<br>7143<br>7153<br>7221<br>9015                                 |
| 6                | \$12.8212      | \$18.5958      | 75              | Office Support Specialist II<br>Safety Coordinator<br>Computer Operator II<br>Legal Assistant I<br>Victims Witness Specialist<br>Circuit Court Secretary<br>Animal Control Warden<br>Assistant Field Inspector<br>Senior Field Inspector | 0012<br>0046<br>0202<br>1101<br>1135<br>1205<br>2001<br>5001<br>5002 |
|                  |                |                | 80              | Parks Maintenance Worker II<br>Fleet Mechanic<br>Activity Director   | 7211<br>7303<br>8305   |

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

11/12/2003

|   |           |           |    |   |      |
|---|-----------|-----------|----|---|------|
| 7 | \$13.7828 | \$19.9902 | 75 | Supervising Office Support Specialist       | 0013 |
|   |           |           |    | Administrative Support Supervisor I         | 0015 |
|   |           |           |    | Administrative Specialist                   | 0017 |
|   |           |           |    | Chief Deputy Recorder                       | 0031 |
|   |           |           |    | Accounting Specialist II                    | 0102 |
|   |           |           |    | Legal Assistant II                          | 1102 |
|   |           |           |    | Jury Coordinator                            | 1207 |
|   |           |           |    | Animal Control Manager                      | 2005 |
|   |           |           |    | Deputy Coroner                              | 2103 |
|   |           |           |    | Assessor                                    | 5011 |
|   |           |           |    | Senior Field Inspector-Building and Zoning  | 6001 |
|   |           |           |    | Zoning Enforcement Officer                  | 6003 |
|   |           |           | 80 | Engineering Technician I                    | 6102 |
|   |           |           |    | Custodial Supervisor                        | 7132 |
|   |           |           |    | Building Maintenance Mechanic II            | 7144 |
|   |           |           |    | Park Maintenance Supervisor                 | 7222 |
|   |           |           |    | Heavy Equipment Mechanic                    | 7305 |
|   |           |           |    | Licensed Practical Nurse-Nursing Home       | 8005 |
|   |           |           |    | Licensed Practical Nurse                    | 8006 |
| 8 | \$14.8166 | \$21.4862 | 75 | Administrative Support Supervisor II        | 0016 |
|   |           |           |    | County Administrator's Assistant            | 0019 |
|   |           |           |    | Program Administrator, County Clerk         | 0025 |
|   |           |           |    | Human Resources Assistant                   | 0041 |
|   |           |           |    | Network Support Specialist                  | 0211 |
|   |           |           |    | Defense Investigator                        | 1127 |
|   |           |           |    | Victim Witness Program Coordinator*         | 1136 |
|   |           |           |    | Circuit Clerk-Division Supervisor I         | 1215 |
|   |           |           |    | CASA Coordinator*                           | 2305 |
|   |           |           |    | Veterans Assistance Officer*                | 2403 |
|   |           |           |    | Assistant Director-ESDA                     | 3203 |
|   |           |           |    | Inmate Program Supervisor                   | 4109 |
|   |           |           |    | Senior Assessor                             | 5012 |
|   |           |           |    | WIC Nutritionist*                           | 8041 |
|   |           |           |    | Health Promotion Specialist*                | 8115 |
|   |           |           |    | Case Manager*                               | 8123 |
|   |           |           | 80 | Engineering Technician II                   | 6104 |
|   |           |           |    | Domestic Services Director                  | 7125 |
|   |           |           |    | Assistant to the Nursing Home Administrator | 8131 |
|   |           |           |    | Social Services Director                    | 8325 |
| 9 | \$15.9274 | \$23.0988 | 75 | Assistant Chief County Assessment Officer   | 5015 |
|   |           |           |    | Senior Accounting Specialist                | 0103 |
|   |           |           |    | Circuit Clerk-Division Supervisor II        | 1216 |
|   |           |           |    | Probation Officer I                         | 1301 |
|   |           |           |    | Inmate Assessment Specialist*               | 4108 |
|   |           |           |    | Clinic Nurse*                               | 8011 |
|   |           |           |    | Registered Nurse*                           | 8013 |
|   |           |           |    | Registered Nurse-Nursing Home               | 8014 |
|   |           |           |    | Public Health Nurse*                        | 8015 |
|   |           |           |    | School Health Nurse Consultant*             | 8017 |
|   |           |           |    | Communicable Disease Investigator*          | 8105 |

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

11/12/2003

|          |           |           |    |  |      |
|----------|-----------|-----------|----|--|------|
| 9(cont.) | \$15.9274 | \$23.0988 |    | Public Health Communications Specialist*     | 8113 |
|          |           |           |    | Quality Assurance Specialist*                | 8127 |
|          |           |           | 80 | Staff Sanitarian                             | 8403 |
|          |           |           |    | Animal Control Director                      | 2007 |
|          |           |           |    | Emergency Communications Supervisor*         | 3104 |
|          |           |           |    | Juvenile Detention Officer                   | 4001 |
|          |           |           |    | Juvenile Detention Program Coordinator       | 4002 |
|          |           |           |    | Detention Training/Accreditation Specialist* | 4011 |
|          |           |           |    | Operations Officer, Parks and Recreation     | 7216 |
|          |           |           |    | Fleet Manager                                | 7307 |
|          |           |           |    | Assistant Director of Nursing-LPN            | 8031 |
|          |           |           |    | Food Services Supervisor                     | 9017 |
| 10       | \$18.3168 | \$26.5607 | 75 | Chief Deputy County Clerk*                   | 0027 |
|          |           |           |    | Staff Accountant*                            | 0105 |
|          |           |           |    | Internal Auditor                             | 0106 |
|          |           |           |    | Computer Services Coordinator*               | 0213 |
|          |           |           |    | Assistant States Attorney I*                 | 1105 |
|          |           |           |    | Assistant Public Defender I*                 | 1112 |
|          |           |           |    | Probation Officer II                         | 1302 |
|          |           |           |    | Chief Deputy Coroner*                        | 2104 |
|          |           |           |    | Planner-Building and Zoning*                 | 6011 |
|          |           |           |    | Clinic Supervisor*                           | 8025 |
|          |           |           |    | WIC Nutritionist/Program Coordinator*        | 8043 |
|          |           |           |    | Communicable Disease Program Coordinator*    | 8107 |
|          |           |           |    | Health Promotion Program Manager*            | 8117 |
|          |           |           |    | DCFS Lead Agency Coordinator*                | 8121 |
|          |           |           |    | Forensic Interviewer*                        | 8124 |
|          |           |           |    | Case Management Supervisor*                  | 8125 |
|          |           |           |    | Birth to Three Assurance Coordinator         | 8141 |
|          |           |           | 80 | Senior Staff Sanitarian*                     | 8405 |
|          |           |           |    | Assistant Director-MMCCC Operations          | 3105 |
|          |           |           |    | Facilities Maintenance Foreman               | 7145 |
|          |           |           |    | Juvenile Detention Shift Supervisor          | 4003 |
|          |           |           |    | Project Manager                              | 6101 |
|          |           |           |    | Highway Maintenance Coordinator              | 7015 |
|          |           |           |    | Assistant Director of Nursing-RN             | 8030 |
| 11       | \$42,861  | \$62,159  |    | Programmer                                   | 0205 |
|          |           |           |    | Network Security Specialist                  | 0214 |
|          |           |           |    | Assistant States Attorney II                 | 1106 |
|          |           |           |    | Assistant Public Defender II                 | 1113 |
|          |           |           |    | Chief Deputy-Circuit Clerk                   | 1217 |
|          |           |           |    | Deputy Director-Court Services               | 1305 |
|          |           |           |    | Assistant Director-MMCCC Technical Services  | 3109 |
|          |           |           |    | Assistant Superintendent-JDC                 | 4005 |
|          |           |           |    | Jail Operations Supervisor                   | 4105 |
|          |           |           |    | Civil Engineer I                             | 6105 |
|          |           |           |    | Facilities Maintenance Supervisor            | 7147 |
|          |           |           |    | Detention Health Supervisor                  | 8129 |

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

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|    |          |           |  |      |
|----|----------|-----------|--|------|
| 12 | \$47,148 | \$68,364  | Risk Manager                                   | 0047 |
|    |          |           | Assistant County Treasurer                     | 0111 |
|    |          |           | Systems/Database Coordinator                   | 0209 |
|    |          |           | Network Program Manager                        | 0215 |
|    |          |           | Director-Children's Advocacy Center            | 0327 |
|    |          |           | Director-ESDA                                  | 0329 |
|    |          |           | Assistant States Attorney III                  | 1107 |
|    |          |           | Assistant Public Defender III                  | 1114 |
|    |          |           | Command Lieutenant                             | 3006 |
|    |          |           | Civil Engineer II                              | 6106 |
|    |          |           | Highway Operations Officer                     | 6107 |
|    |          |           | Community Health Services Supervisor           | 8021 |
|    |          |           | Maternal-Child Health Services Supervisor      | 8023 |
|    |          |           | Communicable Disease/Health Program Supervisor | 8109 |
|    |          |           | Environmental Health Program Supervisor        | 8406 |
| 13 | \$51,862 | \$77,801  | Assistant Director, Information Services       | 0217 |
|    |          |           | Director-Building and Zoning                   | 0325 |
|    |          |           | Director-Parks and Recreation                  | 0331 |
|    |          |           |  | 0335 |
|    |          |           | Supervisor of Assessments                      | 0345 |
|    |          |           | Assistant States Attorney IV                   | 1108 |
|    |          |           | Assistant Public Defender IV                   | 1115 |
|    |          |           | Superintendent of JDC                          | 4007 |
|    |          |           | Jail Superintendant                            | 4107 |
|    |          |           | Facilities Maintenance Director                | 7148 |
|    |          |           | Assistant Administrator-Health Department      | 8133 |
|    |          |           | Environmental Health Director                  | 8407 |
| 14 | \$55,752 | \$83,627  | Assistant County Engineer                      | 6109 |
|    |          |           | Director of Nursing Services                   | 8029 |
|    |          |           | Director Personal Health Services              | 8135 |
| 15 | \$59,933 | \$89,901  | Director-Information Services                  | 0333 |
| 16 | \$62,930 | \$94,390  | Court Services Director                        | 0323 |
|    |          |           | Assistant States Attorney V                    | 1109 |
|    |          |           | Chief Deputy Sheriff                           | 3009 |
| 17 | \$66,077 | \$99,114  | County Engineer                                | 0315 |
|    |          |           | Nursing Home Administrator                     | 0339 |
|    |          |           | Public Defender                                | 0341 |
| 18 | \$67,728 | \$101,592 |  |      |
| 19 | \$69,421 | \$104,143 | Assistant County Administrator                 | 0301 |
|    |          |           | Health Department Administrator                | 0337 |
| 20 | \$72,893 | \$109,338 |  |      |
| 21 | \$83,826 | \$125,740 | County Administrator                           | 0305 |

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

11/12/2003

**MCLEAN COUNTY  
GENERAL COMPENSATION PLAN  
FOR NON-UNION EMPLOYEES**

January 1, 2004

**SECTION I: Definitions**

A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.

B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.

C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.

D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.

E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.

F. Transfer. A change in an employee's position classification to a position classification which has the same or a lower pay range, or a change in the department in which the employee works.

G. Demotion. An involuntary change in an employee's position classification to a position classification which has a lower pay range.

H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.

J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

**SECTION II: Annual Salary Adjustments**

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

### **SECTION III: Philosophy Related to Step Progression**

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. **Pay Progression.** McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. **Merit Increases.** McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. **Competency.** The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. **Beyond Competency.** Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. **Maximum Limits.** The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

#### **SECTION IV: Evaluations and Merit Increases**

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

#### **SECTION V: Establishing Salaries**

- A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:



1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

## **SECTION VI: Merit Increases**

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

#### GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 13 AND HIGHER

| Evaluation Score | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps |
|------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|
| 4.75 - 5.00      | 1-40                    | 8                  | 41-60                   | 7                  | 61-80                   | 6                  | 81-101                  | 5                  |
| 4.50 - 4.74      | 1-40                    | 7                  | 41-60                   | 6                  | 61-80                   | 5                  | 81-101                  | 4                  |
| 4.00 - 4.49      | 1-40                    | 6                  | 41-60                   | 5                  | 61-80                   | 4                  | 81-101                  | 3                  |
| 3.50 - 3.99      | 1-40                    | 5                  | 41-60                   | 4                  | 61-80                   | 3                  | 81-101                  | 2                  |
| 3.00 - 3.49      | 1-40                    | 4                  | 41-60                   | 3                  | 61-80                   | 2                  | 81-101                  | 1                  |
| 2.50 - 2.99      | 1-40                    | 3                  | 41-60                   | 2                  | 61-80                   | 1                  | 81-101                  | 0                  |
| 2.00 - 2.49      | 1-40                    | 2                  | 41-60                   | 1                  | 61-80                   | 0                  | 81-101                  | 0                  |

#### GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 12 AND LOWER

| Evaluation Score | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps | Employee's Current Step | Employee's # Steps |
|------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|--------------------|
| 4.75 - 5.00      | 1-40                    | 8                  | 41-57                   | 7                  | 58-74                   | 6                  | 75-91                   | 5                  |
| 4.50 - 4.74      | 1-40                    | 7                  | 41-57                   | 6                  | 58-74                   | 5                  | 75-91                   | 4                  |
| 4.00 - 4.49      | 1-40                    | 6                  | 41-57                   | 5                  | 58-74                   | 4                  | 75-91                   | 3                  |
| 3.50 - 3.99      | 1-40                    | 5                  | 41-57                   | 4                  | 58-74                   | 3                  | 75-91                   | 2                  |
| 3.00 - 3.49      | 1-40                    | 4                  | 41-57                   | 3                  | 58-74                   | 2                  | 75-91                   | 1                  |
| 2.50 - 2.99      | 1-40                    | 3                  | 41-57                   | 2                  | 58-74                   | 1                  | 75-91                   | 0                  |
| 2.00 - 2.49      | 1-40                    | 2                  | 41-57                   | 1                  | 58-74                   | 0                  | 75-91                   | 0                  |

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:

1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

## **SECTION VII: Policy Review**

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

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Revised 11/12/2003

| <u>TITLE</u>                             | <u>VALUES</u><br><u>FACTOR</u> | <u>Knowledge/<br/>Ability</u><br>20<br>I | <u>Supervision/<br/>Responsibility</u><br>15<br>II | <u>Scope/<br/>Effect</u><br>20<br>III | <u>Problem<br/>Solving</u><br>20<br>IV | <u>Authority</u><br>5<br>V | <u>Contact</u><br>15<br>VI | <u>Physical</u><br>5<br>VII | <u>TOTAL</u> |
|--|--------------------------------|--|--|---------------------------------------|--|----------------------------|----------------------------|-----------------------------|--------------|
| County Administrator                     | LEVEL XXI: 795-825             | 9  | 11   | 7                                     | 10                                     | 7                          | 5                          | 2                           | 805          |
| Health Department Administrator          | LEVEL XX: 760-790              | 8  | 10   | 7                                     | 9                                      | 6                          | 5                          | 2                           | 745          |
| Assistant County Administrator           | LEVEL XIX: 725-755             | 8  | 10   | 6                                     | 9                                      | 6                          | 5                          | 2                           | 725          |
| County Engineer                          | LEVEL XVII: 690-720            | 7  | 9  | 6                                     | 9                                      | 6                          | 4                          | 2                           | 675          |
| Nursing Home Administrator               | LEVEL XVII: 655-685            | 7  | 9  | 6                                     | 9                                      | 5                          | 4                          | 2                           | 670          |
| Public Defender                          | LEVEL XVI: 620-650             | 7  | 8  | 6                                     | 8                                      | 6                          | 5                          | 2                           | 655          |
| Chief Deputy Sheriff                     | LEVEL XV: 585-615              | 7  | 8  | 5                                     | 9                                      | 6                          | 4                          | 2                           | 640          |
| Court Services Director                  | LEVEL XIV: 550-580             | 7  | 9  | 6                                     | 7                                      | 6                          | 4                          | 2                           | 635          |
| Assistant State's Attorney V             | LEVEL XIV: 550-580             | 7  | 8  | 5                                     | 8                                      | 6                          | 4                          | 2                           | 620          |
| Director, Information Systems            | LEVEL XIII: 515-545            | 6  | 7  | 6                                     | 8                                      | 5                          | 3                          | 2                           | 585          |
| Director, Nursing Services               | LEVEL XIII: 515-545            | 7  | 8  | 5                                     | 6                                      | 5                          | 3                          | 2                           | 560          |
| Director, Personal Health Services       | LEVEL XIII: 515-545            | 7  | 8  | 5                                     | 6                                      | 5                          | 3                          | 2                           | 560          |
| Assistant County Engineer                | LEVEL XIII: 515-545            | 6  | 8  | 5                                     | 6                                      | 5                          | 4                          | 2                           | 555          |
| Supervisor of Assessments                | LEVEL XII: 485-515             | 6  | 6  | 6                                     | 6                                      | 5                          | 4                          | 2                           | 545          |
| Emergency Communications Director        | LEVEL XII: 485-515             | 6  | 6  | 6                                     | 6                                      | 5                          | 4                          | 2                           | 545          |
| Director, Building and Zoning            | LEVEL XII: 485-515             | 6  | 6  | 6                                     | 6                                      | 5                          | 4                          | 2                           | 545          |
| Assistant Administrator, Health Dept.    | LEVEL XII: 485-515             | 6  | 5  | 6                                     | 6                                      | 5                          | 4                          | 2                           | 530          |
| Assistant State's Attorney IV            | LEVEL XII: 485-515             | 6  | 7  | 5                                     | 6                                      | 5                          | 3                          | 2                           | 525          |
| Facilities Maintenance Director          | LEVEL XII: 485-515             | 6  | 6  | 6                                     | 5                                      | 5                          | 4                          | 2                           | 525          |
| Jail Superintendent                      | LEVEL XII: 485-515             | 6  | 7  | 5                                     | 6                                      | 5                          | 3                          | 2                           | 525          |
| Environmental Health Director            | LEVEL XII: 485-515             | 6  | 7  | 5                                     | 6                                      | 5                          | 3                          | 2                           | 525          |
| Superintendent of Juvenile Detention     | LEVEL XII: 485-515             | 6  | 6  | 5                                     | 6                                      | 5                          | 4                          | 2                           | 525          |
| Assistant Director, Information Services | LEVEL XII: 485-515             | 5  | 7  | 5                                     | 7                                      | 5                          | 3                          | 2                           | 525          |
| Director, Parks and Recreation           | LEVEL XII: 485-515             | 6  | 5  | 6                                     | 6                                      | 5                          | 3                          | 2                           | 515          |
| Assistant Public Defender IV             | LEVEL XII: 485-515             | 6  | 6  | 5                                     | 6                                      | 6                          | 3                          | 2                           | 515          |

| <u>TITLE</u>                               | <u>VALUES</u> | <u>Knowledge/<br/>Ability</u> | <u>Supervision/<br/>Responsibility</u> | <u>Scope/<br/>Effect</u> | <u>Problem<br/>Solving</u> | <u>Authority</u> | <u>Contact</u> | <u>Physical</u> | <u>TOTAL</u> |
|--|---------------|-------------------------------|--|--------------------------|----------------------------|------------------|----------------|-----------------|--------------|
|  | <u>FACTOR</u> | <u>20</u>                     | <u>15</u>                              | <u>20</u>                | <u>20</u>                  | <u>5</u>         | <u>15</u>      | <u>5</u>        | <u>VII</u>   |
|  |               | <u>I</u>                      | <u>II</u>                              | <u>III</u>               | <u>IV</u>                  | <u>V</u>         | <u>VI</u>      |                 |              |
| <b>LEVEL XII: 480-510</b>                  |               |                               |  |                          |                            |                  |                |                 |              |
| Director, Children's Advocacy Center       |               | 5                             | 6                                      | 6                        | 6                          | 5                | 3              | 2               | 510          |
| Command Lieutenant                         |               | 6                             | 6                                      | 5                        | 5                          | 5                | 3              | 3               | 495          |
| Director, ESDA                             |               | 5                             | 5                                      | 6                        | 6                          | 5                | 3              | 2               | 495          |
| Highway Operations Officer                 |               | 5                             | 6                                      | 5                        | 6                          | 5                | 3              | 3               | 495          |
| Communicable Disease/Health Prog. Sup.     |               | 5                             | 6                                      | 5                        | 6                          | 5                | 3              | 2               | 490          |
| Community Health Services Supervisor       |               | 5                             | 6                                      | 5                        | 6                          | 5                | 3              | 2               | 490          |
| Assistant Public Defender III              |               | 5                             | 6                                      | 5                        | 6                          | 5                | 3              | 2               | 490          |
| Assistant State's Attorney III             |               | 5                             | 6                                      | 5                        | 6                          | 5                | 3              | 2               | 490          |
| Civil Engineer II                          |               | 5                             | 6                                      | 5                        | 6                          | 4                | 3              | 3               | 490          |
| Risk Manager                               |               | 5                             | 5                                      | 6                        | 6                          | 4                | 3              | 2               | 490          |
| Systems/Database Coordinator               |               | 5                             | 6                                      | 5                        | 6                          | 4                | 3              | 2               | 485          |
| Network Program Manager                    |               | 5                             | 6                                      | 5                        | 6                          | 4                | 3              | 2               | 485          |
| Maternal/Child Health Services Supervisor  |               | 5                             | 7                                      | 5                        | 5                          | 5                | 3              | 2               | 485          |
| Environmental Health Program Supervisor    |               | 5                             | 6                                      | 5                        | 5                          | 5                | 4              | 2               | 485          |
| Assistant County Treasurer                 |               | 5                             | 6                                      | 5                        | 5                          | 4                | 4              | 2               | 480          |
| <b>LEVEL XI: 445-475</b>                   |               |                               |  |                          |                            |                  |                |                 |              |
| Assistant Supt. Juvenile Detention         |               | 5                             | 6                                      | 5                        | 5                          | 5                | 3              | 2               | 470          |
| Network Security Specialist                |               | 6                             | 5                                      | 5                        | 5                          | 4                | 3              | 2               | 470          |
| Deputy Director, Court Services            |               | 5                             | 6                                      | 5                        | 5                          | 5                | 3              | 2               | 470          |
| Detention Health Supervisor                |               | 5                             | 6                                      | 5                        | 5                          | 5                | 3              | 2               | 470          |
| Chief Deputy Circuit Clerk                 |               | 5                             | 6                                      | 5                        | 5                          | 4                | 3              | 2               | 465          |
| Asst. Director of MCMCC-technical services |               | 5                             | 5                                      | 5                        | 5                          | 4                | 3              | 3               | 455          |
| Civil Engineer I                           |               | 5                             | 5                                      | 5                        | 5                          | 4                | 3              | 3               | 455          |
| Jail Operations Supervisor                 |               | 5                             | 6                                      | 4                        | 5                          | 5                | 3              | 2               | 450          |
| Facilities Maintenance Supervisor          |               | 4                             | 5                                      | 5                        | 5                          | 4                | 4              | 3               | 450          |
| Assistant State's Attorney II              |               | 5                             | 5                                      | 4                        | 6                          | 4                | 3              | 2               | 450          |
| Assistant Public Defender II               |               | 5                             | 5                                      | 4                        | 6                          | 4                | 3              | 2               | 450          |
| Programmer                                 |               | 5                             | 5                                      | 5                        | 5                          | 4                | 3              | 2               | 450          |
| <b>LEVEL X: 410-440</b>                    |               |                               |  |                          |                            |                  |                |                 |              |
| Health Promotion Program Manager           |               | 5                             | 6                                      | 4                        | 5                          | 3                | 3              | 2               | 440          |
| Internal Auditor                           |               | 6                             | 3                                      | 5                        | 5                          | 3                | 3              | 2               | 435          |
| Staff Accountant                           |               | 5                             | 4                                      | 5                        | 5                          | 4                | 3              | 2               | 435          |
| Planner-Building and Zoning                |               | 4                             | 4                                      | 5                        | 5                          | 4                | 4              | 2               | 430          |
| Assistant Director of Nursing-RN           |               | 5                             | 5                                      | 4                        | 5                          | 4                | 3              | 2               | 430          |

| TITLE                                     | VALUES<br>FACTOR | Knowledge/<br>Ability | Supervision/<br>Responsibility | Scope/<br>Effect | Problem<br>Solving | Authority | Contact  | Physical | TOTAL |
|---|------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|----------|----------|-------|
|   |                  | 20<br>I               | 15<br>II                       | 20<br>III        | 20<br>IV           | 5<br>V    | 15<br>VI | 5<br>VII |       |
| (cont'd) LEVEL X: 410-440                 |                  |                       |                                |                  |                    |           |          |          |       |
| Assistant State's Attorney I              |                  | 5                     | 5                              | 4                | 5                  | 3         | 3        | 2        | 425   |
| Assistant Public Defender I               |                  | 5                     | 5                              | 4                | 5                  | 3         | 3        | 2        | 425   |
| DCFS Lead Agency Coordinator              |                  | 4                     | 5                              | 5                | 5                  | 3         | 3        | 2        | 425   |
| Computer Services Coordinator             |                  | 5                     | 5                              | 5                | 5                  | 2         | 2        | 2        | 425   |
| Assistant Director-MMCCC Operations       |                  | 4                     | 6                              | 4                | 5                  | 4         | 3        | 2        | 425   |
| Birth to Three Assurance Coordinator      |                  | 4                     | 5                              | 5                | 5                  | 3         | 3        | 2        | 425   |
| Highway Maintenance Coordinator           |                  | 4                     | 5                              | 4                | 5                  | 5         | 3        | 3        | 420   |
| Facilities Maintenance Foreman            |                  | 4                     | 4                              | 5                | 5                  | 4         | 3        | 3        | 420   |
| Case Management Supervisor                |                  | 4                     | 6                              | 4                | 5                  | 3         | 3        | 2        | 420   |
| Project Manager                           |                  | 4                     | 4                              | 5                | 5                  | 4         | 3        | 3        | 420   |
| Juvenile Detention Shift Supervisor       |                  | 4                     | 6                              | 3                | 5                  | 5         | 3        | 3        | 415   |
| Probation Officer II                      |                  | 4                     | 5                              | 4                | 5                  | 3         | 3        | 3        | 410   |
| Senior Staff Sanitarian                   |                  | 5                     | 3                              | 4                | 5                  | 5         | 3        | 3        | 410   |
| Chief Deputy County Clerk                 |                  | 4                     | 5                              | 5                | 5                  | 3         | 2        | 2        | 410   |
| Chief Deputy Coroner                      |                  | 5                     | 5                              | 4                | 4                  | 3         | 3        | 3        | 410   |
| Forensic Interviewer                      |                  | 5                     | 4                              | 4                | 5                  | 3         | 3        | 2        | 410   |
| Communicable Disease Program Coord.       |                  | 4                     | 5                              | 4                | 5                  | 3         | 3        | 3        | 410   |
| WIC Nutritionist/Program Coordinator      |                  | 4                     | 5                              | 4                | 5                  | 4         | 3        | 2        | 410   |
| Clinic Supervisor                         |                  | 4                     | 5                              | 4                | 5                  | 3         | 3        | 3        | 410   |
| LEVEL IX: 375-405                         |                  |                       |                                |                  |                    |           |          |          |       |
| Public Health Communications Specialist   |                  | 4                     | 4                              | 5                | 5                  | 2         | 3        | 2        | 405   |
| Assistant Chief County Assessment Officer |                  | 4                     | 6                              | 5                | 3                  | 4         | 3        | 2        | 405   |
| Senior Accounting Specialist              |                  | 4                     | 4                              | 4                | 5                  | 3         | 3        | 2        | 390   |
| Inmate Assessment Specialist              |                  | 4                     | 4                              | 4                | 5                  | 3         | 3        | 2        | 390   |
| Emergency Communications Supervisor       |                  | 3                     | 5                              | 4                | 5                  | 4         | 3        | 2        | 390   |
| Assistant Director of Nursing-LPN         |                  | 3                     | 5                              | 4                | 5                  | 4         | 3        | 2        | 390   |
| Detention Training Accredtdtn. Specialist |                  | 4                     | 4                              | 3                | 5                  | 5         | 3        | 3        | 385   |
| Circuit Clerk-Division Supervisor II      |                  | 4                     | 5                              | 4                | 4                  | 3         | 3        | 2        | 385   |
| Probation Officer I                       |                  | 4                     | 4                              | 3                | 5                  | 4         | 3        | 3        | 380   |
| Juvenile Detention Officer                |                  | 4                     | 4                              | 3                | 5                  | 4         | 3        | 3        | 380   |
| Animal Control Director                   |                  | 3                     | 5                              | 4                | 4                  | 5         | 3        | 3        | 380   |
| Juvenile Detention Program Coordinator    |                  | 4                     | 4                              | 3                | 5                  | 4         | 3        | 3        | 380   |
| Fleet Manager                             |                  | 4                     | 4                              | 3                | 5                  | 3         | 3        | 4        | 380   |
| Food Services Supervisor                  |                  | 4                     | 5                              | 4                | 4                  | 5         | 2        | 2        | 380   |



| <u>TITLE</u>                             | <u>VALUES</u> | <u>Knowledge/<br/>Ability</u> | <u>Supervision/<br/>Responsibility</u> | <u>Scope/<br/>Effect</u> | <u>Problem<br/>Solving</u> | <u>Authority</u> | <u>Contact</u> | <u>Physical</u> | <u>TOTAL</u> |
|--|---------------|-------------------------------|--|--------------------------|----------------------------|------------------|----------------|-----------------|--------------|
|  |               | 20                            | 15                                     | 20                       | 20                         | 5                | 15             | 5               |              |
|  | <u>FACTOR</u> | <u>I</u>                      | <u>II</u>                              | <u>III</u>               | <u>IV</u>                  | <u>V</u>         | <u>VI</u>      | <u>VII</u>      |              |
| <b>(cont'd) LEVEL IX: 375-405</b>        |               |                               |  |                          |                            |                  |                |                 |              |
| Operations Officer, Parks and Recreation |               | 4                             | 4                                      | 4                        | 5                          | 3                | 2              | 2               | 375          |
| Quality Assurance Specialist             |               | 4                             | 4                                      | 4                        | 5                          | 3                | 2              | 2               | 375          |
| Communicable Disease Investigator        |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| Staff Sanitarian                         |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| Public Health Nurse                      |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| Registered Nurse                         |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| Registered Nurse-Nursing Home            |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| School Health Nurse Consultant           |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| Clinic Nurse                             |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 3               | 375          |
| <b>LEVEL VIII: 340-370</b>               |               |                               |  |                          |                            |                  |                |                 |              |
| CASA Coordinator                         |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 2               | 370          |
| Case Manager                             |               | 4                             | 4                                      | 3                        | 5                          | 3                | 3              | 2               | 370          |
| Senior Assessor                          |               | 4                             | 4                                      | 4                        | 4                          | 3                | 3              | 2               | 370          |
| Veterans Assistance Officer              |               | 2                             | 3                                      | 6                        | 4                          | 5                | 3              | 2               | 365          |
| Defense Investigator                     |               | 4                             | 4                                      | 3                        | 5                          | 2                | 3              | 2               | 365          |
| Program Administrator, County Clerk      |               | 4                             | 4                                      | 4                        | 3                          | 3                | 4              | 2               | 365          |
| Health Promotion Specialist              |               | 4                             | 4                                      | 3                        | 5                          | 2                | 3              | 2               | 365          |
| Victim/Witness Program Coordinator       |               | 3                             | 4                                      | 4                        | 4                          | 5                | 3              | 2               | 360          |
| Human Resources Assistant                |               | 4                             | 4                                      | 3                        | 5                          | 3                | 2              | 2               | 355          |
| WIC Nutritionist                         |               | 4                             | 4                                      | 3                        | 5                          | 3                | 2              | 2               | 355          |
| Assistant Director, ESDA                 |               | 3                             | 4                                      | 4                        | 4                          | 4                | 3              | 2               | 355          |
| Social Services Director                 |               | 3                             | 4                                      | 4                        | 4                          | 4                | 3              | 2               | 355          |
| Inmate Programs Supervisor               |               | 3                             | 5                                      | 4                        | 4                          | 3                | 2              | 2               | 350          |
| Circuit Clerk Division Supervisor I      |               | 4                             | 5                                      | 4                        | 3                          | 3                | 2              | 2               | 350          |
| County Administrator's Assistant         |               | 4                             | 4                                      | 3                        | 4                          | 3                | 3              | 2               | 350          |
| Administrative Support Supervisor II     |               | 4                             | 5                                      | 4                        | 3                          | 3                | 2              | 2               | 350          |
| Domestic Services Director               |               | 3                             | 5                                      | 4                        | 4                          | 3                | 2              | 2               | 350          |
| Asst. to the Nursing Home Administrator  |               | 4                             | 5                                      | 4                        | 3                          | 3                | 2              | 2               | 350          |
| Network Support Specialist               |               | 4                             | 3                                      | 4                        | 4                          | 2                | 2              | 3               | 340          |
| Engineering Technician II                |               | 3                             | 4                                      | 4                        | 4                          | 3                | 2              | 3               | 340          |
| <b>LEVEL VII: 305-335</b>                |               |                               |  |                          |                            |                  |                |                 |              |
| Administrative Support Supervisor I      |               | 4                             | 4                                      | 4                        | 3                          | 3                | 2              | 2               | 335          |
| Assessor                                 |               | 4                             | 4                                      | 3                        | 3                          | 3                | 3              | 2               | 330          |
| Zoning Enforcement Officer               |               | 3                             | 3                                      | 4                        | 3                          | 4                | 3              | 3               | 325          |

| TITLE                                       | VALUES<br>FACTOR | Knowledge/<br>Ability | Supervision/<br>Responsibility | Scope/<br>Effect | Problem<br>Solving | Authority | Contact  | Physical | TOTAL |
|---|------------------|-----------------------|--------------------------------|------------------|--------------------|-----------|----------|----------|-------|
|   |                  | 20<br>I               | 15<br>II                       | 20<br>III        | 20<br>IV           | 5<br>V    | 15<br>VI | 5<br>VII |       |
| (cont'd) LEVEL VII: 305-335                 |                  |                       |                                |                  |                    |           |          |          |       |
| Senior Field Inspector- Building and Zoning |                  | 3                     | 3                              | 4                | 3                  | 3         | 3        | 3        | 320   |
| Legal Assistant II                          |                  | 4                     | 3                              | 3                | 4                  | 3         | 2        | 2        | 320   |
| Jury Coordinator                            |                  | 3                     | 4                              | 4                | 3                  | 4         | 2        | 2        | 320   |
| Accounting Specialist II                    |                  | 4                     | 3                              | 4                | 3                  | 3         | 2        | 2        | 320   |
| Administrative Specialist                   |                  | 4                     | 3                              | 3                | 3                  | 3         | 3        | 2        | 315   |
| LEVEL VII: 305-335                          |                  |                       |                                |                  |                    |           |          |          |       |
| Chief Deputy Recorder                       |                  | 3                     | 4                              | 4                | 3                  | 3         | 2        | 2        | 315   |
| Deputy Coroner                              |                  | 3                     | 3                              | 3                | 4                  | 2         | 3        | 3        | 315   |
| Park Maintenance Supervisor                 |                  | 3                     | 4                              | 4                | 3                  | 2         | 2        | 3        | 315   |
| Custodial Supervisor                        |                  | 2                     | 5                              | 4                | 3                  | 3         | 2        | 3        | 315   |
| Supervising Office Support Specialist       |                  | 4                     | 4                              | 3                | 3                  | 3         | 2        | 2        | 315   |
| Heavy Equipment Mechanic                    |                  | 3                     | 3                              | 3                | 4                  | 3         | 2        | 4        | 310   |
| Animal Control Manager                      |                  | 3                     | 3                              | 3                | 3                  | 4         | 3        | 3        | 305   |
| Building Maintenance Mechanic II            |                  | 3                     | 3                              | 4                | 3                  | 3         | 2        | 3        | 305   |
| Engineering Technician I                    |                  | 3                     | 3                              | 4                | 3                  | 2         | 2        | 4        | 305   |
| Licensed Practical Nurse                    |                  | 3                     | 3                              | 3                | 4                  | 3         | 2        | 3        | 305   |
| Liscensed Practical Nurse-Nursing Home      |                  | 3                     | 3                              | 3                | 4                  | 3         | 2        | 3        | 305   |
| LEVEL VI: 270-300                           |                  |                       |                                |                  |                    |           |          |          |       |
| Circuit Court Secretary                     |                  | 4                     | 3                              | 3                | 3                  | 3         | 2        | 2        | 300   |
| Victim/Witness Specialist                   |                  | 3                     | 3                              | 3                | 3                  | 3         | 3        | 2        | 295   |
| Senior Field Inspector-Assessment           |                  | 3                     | 3                              | 3                | 3                  | 2         | 3        | 3        | 295   |
| Computer Operator II                        |                  | 4                     | 3                              | 3                | 3                  | 2         | 2        | 2        | 295   |
| Activity Director                           |                  | 3                     | 3                              | 3                | 3                  | 2         | 3        | 2        | 290   |
| Fleet Mechanic                              |                  | 3                     | 3                              | 3                | 3                  | 3         | 2        | 3        | 285   |
| Assistant Field Inspector-Assessment        |                  | 3                     | 3                              | 3                | 3                  | 2         | 2        | 3        | 280   |
| Legal Assistant I                           |                  | 3                     | 3                              | 3                | 3                  | 3         | 2        | 2        | 280   |
| Park Maintenance Worker II                  |                  | 3                     | 3                              | 3                | 3                  | 2         | 2        | 3        | 280   |
| Animal Control Warden                       |                  | 2                     | 2                              | 3                | 3                  | 4         | 3        | 4        | 275   |
| Office Support Specialist II                |                  | 3                     | 3                              | 3                | 3                  | 2         | 2        | 2        | 275   |
| Safety Coordinator                          |                  | 3                     | 3                              | 3                | 3                  | 2         | 2        | 2        | 275   |
| LEVEL V: 235-265                            |                  |                       |                                |                  |                    |           |          |          |       |
| Assistant Food Services Supervisor          |                  | 3                     | 3                              | 3                | 2                  | 3         | 2        | 3        | 265   |
| Computer Operator I                         |                  | 3                     | 2                              | 2                | 3                  | 2         | 2        | 2        | 240   |
| Vision/Hearing Technician                   |                  | 3                     | 2                              | 3                | 2                  | 2         | 2        | 2        | 240   |

| <u>TITLE</u>                             | <u>VALUES</u> | <u>Knowledge/<br/>Ability</u> | <u>Supervision/<br/>Responsibility</u> | <u>Scope/<br/>Effect</u> | <u>Problem<br/>Solving</u> | <u>Authority</u> | <u>Contact</u> | <u>Physical</u> | <u>TOTAL</u> |
|--|---------------|-------------------------------|--|--------------------------|----------------------------|------------------|----------------|-----------------|--------------|
|  |               | 20                            | 15                                     | 20                       | 20                         | 5                | 15             | 5               |              |
|  | <u>FACTOR</u> | <u>I</u>                      | <u>II</u>                              | <u>III</u>               | <u>IV</u>                  | <u>V</u>         | <u>VI</u>      | <u>VII</u>      |              |
| (cont'd) LEVEL V: 235-265                |               |                               |  |                          |                            |                  |                |                 |              |
| Building Maintenance Mechanic I          |               | 2                             | 3                                      | 3                        | 2                          | 2                | 2              | 3               | 240          |
| Building Maintenance Mechanic-NH         |               | 2                             | 3                                      | 3                        | 2                          | 2                | 2              | 3               | 240          |
| Accounting Specialist I                  |               | 3                             | 2                                      | 3                        | 2                          | 2                | 2              | 2               | 240          |
| Lead Custodian                           |               | 2                             | 3                                      | 3                        | 2                          | 2                | 2              | 3               | 240          |
| Park Maintenance Mechanic I              |               | 2                             | 3                                      | 3                        | 2                          | 2                | 2              | 3               | 240          |
| LEVEL IV: 200-230                        |               |                               |  |                          |                            |                  |                |                 |              |
| Emergency Com. Addressing Tech           |               | 3                             | 2                                      | 2                        | 2                          | 2                | 2              | 2               | 220          |
| Assistant Clerk, Jury Commission         |               | 2                             | 2                                      | 2                        | 2                          | 2                | 3              | 2               | 215          |
| Building Maintenance Worker              |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 3               | 205          |
| Building Maintenance Worker-Nursing Home |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 3               | 205          |
| Park Maintenance Worker I                |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 3               | 205          |
| Commissary Clerk                         |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 3               | 205          |
| Mail Processing Clerk                    |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 3               | 205          |
| Courtroom Clerk                          |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 2               | 200          |
| Deputy County Clerk                      |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 2               | 200          |
| Office Support Specialist I              |               | 2                             | 2                                      | 2                        | 2                          | 2                | 2              | 2               | 200          |
| LEVEL III: 165-195                       |               |                               |  |                          |                            |                  |                |                 |              |
| Jury Bailiff                             |               | 2                             | 2                                      | 2                        | 1                          | 2                | 2              | 2               | 180          |
| CNA Coordinator                          |               | 2                             | 2                                      | 2                        | 1                          | 2                | 2              | 2               | 180          |
| Custodian                                |               | 2                             | 2                                      | 2                        | 1                          | 2                | 1              | 3               | 170          |
| LEVEL II: 130-160                        |               |                               |  |                          |                            |                  |                |                 |              |
| Receptionist                             |               | 2                             | 1                                      | 2                        | 1                          | 1                | 2              | 2               | 160          |
| Volunteer Services Coordinator           |               | 2                             | 2                                      | 2                        | 1                          | 2                | 1              | 1               | 160          |
| Automotive Servicer                      |               | 2                             | 1                                      | 2                        | 1                          | 1                | 1              | 2               | 145          |
| Lobby Security Screener                  |               | 2                             | 1                                      | 1                        | 1                          | 2                | 2              | 2               | 145          |
| LEVEL I: 95-125                          |               |                               |  |                          |                            |                  |                |                 |              |

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Fax: 312.664.5650

November 19, 2003

Mr. John Zuenik  
Administrator  
County of McLean  
104 West Front Street  
Bloomington, Illinois 61702

Re: Assist 2003 First-Time Homebuyer Down Payment Assistance Program

Dear Mr. Zuenik:

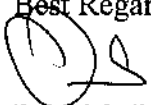
The 2003 program is well underway in McLean County. **After ten weeks of the 2003 program being available in the County (as of August 1st), 4 families were able to purchase homes through Assist totaling almost \$400,000. And during the Counties' first year in the program which concluded July 31, 2003, 36 families purchased homes in the County totaling more than \$3.2 million.** We expect the 2003 program to exceed our efforts in 2002 by a significant margin. Loan summaries and maps plotting the home purchases in the County are enclosed.

As you know, Assist provides first-time homebuyers in the County with a 30-year, fixed rate, FHA/VA or conventional mortgage and a 4.25% cash gift which can be used to offset down payment and/or closing costs. The current mortgage interest rate for the program is 6.20%.

Given that the 2003 program was rolled out as late as it was this year, we will not be asking the County to pass an inducement resolution for the 2004 calendar year. The funding made available in 2003 will carry our lenders through 2004. Assuming you are satisfied with the progress of the program through the next several quarters we will come back to the Board to consider an inducement resolution in late 2004 for 2005.

Please review the material and me if you have any questions. Thank you for your ongoing support of Assist in McLean County.

Best Regards,



David S. Rasch  
Managing Director

enclosures

**MCLEAN COUNTY, ILLINOIS**  
**Collateralized Single Family Mortgage Revenue Bonds**  
**Series 2002**

**Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination**

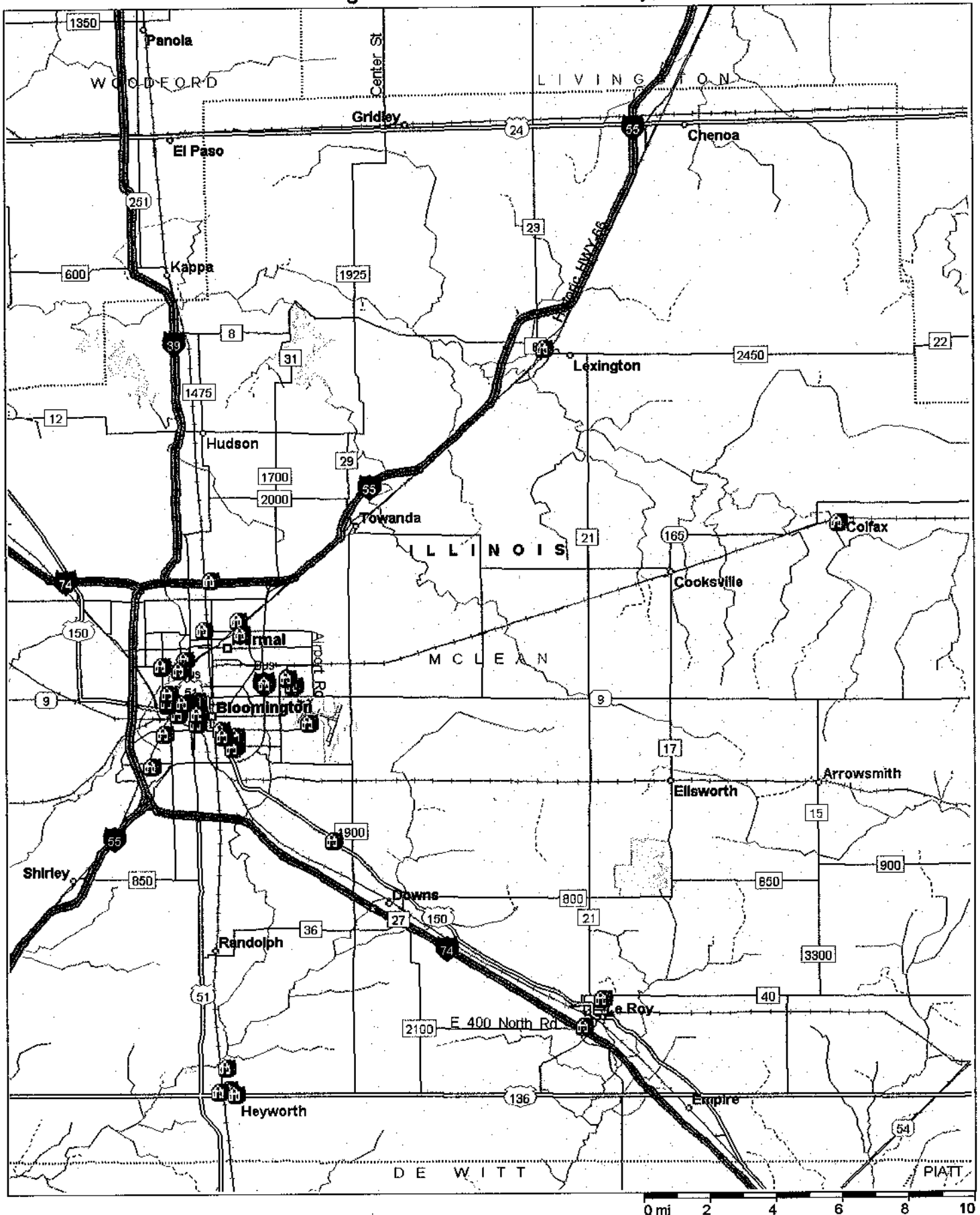
|                 | ADDRESS                    | CITY        | STATE | ZIP   | LOAN AMOUNT           |
|-----------------|----------------------------|-------------|-------|-------|-----------------------|
| 1 .             | 8 RYAN DRIVE               | BLOOMINGTON | IL    | 61701 | \$81,700.00           |
| 2 .             | 2010 JUNIPER LANE          | BLOOMINGTON | IL    | 61701 | \$99,114.00           |
| 3 .             | 1009 N PRAIRIE STREET      | BLOOMINGTON | IL    | 61701 | \$71,362.00           |
| 4 .             | 1305 W CHESTNUT STREET     | BLOOMINGTON | IL    | 61701 | \$73,333.00           |
| 5 .             | 806 S LIVINGSTON STREET    | BLOOMINGTON | IL    | 61701 | \$75,313.00           |
| 6 .             | 2747 ARROWHEAD DRIVE       | BLOOMINGTON | IL    | 61701 | \$108,630.00          |
| 7 .             | 109 1/2 MAGOUN STREET      | BLOOMINGTON | IL    | 61701 | \$68,360.00           |
| 8 .             | 1310 W EMPIRE STREET       | BLOOMINGTON | IL    | 61701 | \$62,930.00           |
| 9 .             | 1212 E OAKLAND AVENUE      | BLOOMINGTON | IL    | 61701 | \$87,132.00           |
| 10 .            | 808 W MONROE STREET        | BLOOMINGTON | IL    | 61701 | \$64,401.00           |
| 11 .            | 112 MEADOWBROOK DRIVE      | BLOOMINGTON | IL    | 61701 | \$94,648.00           |
| 12 .            | 1305 PINEHURST DRIVE       | BLOOMINGTON | IL    | 61704 | \$96,019.00           |
| 13 .            | 1308 W WALNUT STREET       | BLOOMINGTON | IL    | 61701 | \$54,505.00           |
| 14 .            | 905 N MADISON STREET       | BLOOMINGTON | IL    | 61701 | \$76,175.00           |
| 15 .            | 1407 DALLAS STREET         | BLOOMINGTON | IL    | 61704 | \$110,990.00          |
| 16 .            | 407 N GRIDLEY STREET APT B | BLOOMINGTON | IL    | 61701 | \$58,100.00           |
| 17 .            | 401 MAIZEFIELD AVENUE      | BLOOMINGTON | IL    | 61701 | \$86,072.00           |
| 18 .            | 805 N OAK STREET           | BLOOMINGTON | IL    | 61701 | \$75,820.00           |
| 19 .            | 310 W FIFER STREET         | COLFAX      | IL    | 61728 | \$96,515.00           |
| 20 .            | 204 N JOSELYN              | HEYWORTH    | IL    | 61745 | \$77,038.00           |
| 21 .            | 107 W MAIN STREET          | HEYWORTH    | IL    | 61745 | \$69,375.00           |
| 22 .            | 607 TOMAHAWK               | HEYWORTH    | IL    | 61745 | \$96,140.00           |
| 23 .            | 406 E COLE STREET          | HEYWORTH    | IL    | 61745 | \$69,375.00           |
| 24 .            | 908 N MILL                 | LEROY       | IL    | 61752 | \$89,320.00           |
| 25 .            | 508 SUNNYSIDE COURT        | LEROY       | IL    | 61752 | \$96,594.00           |
| 26 .            | 207 N MORGAN STREET        | LEXINGTON   | IL    | 61753 | \$99,114.00           |
| 27 .            | 1002 PERRY                 | NORMAL      | IL    | 61761 | \$103,279.00          |
| 28 .            | 1326 BEACON HILL COURT     | NORMAL      | IL    | 61761 | \$107,996.00          |
| 29 .            | 915 BULL STREET            | NORMAL      | IL    | 61761 | \$138,040.00          |
| 30 .            | 909 BULL STREET            | NORMAL      | IL    | 61761 | \$128,042.00          |
| 31 .            | 1002 BULL STREET           | NORMAL      | IL    | 61761 | \$112,098.00          |
| 32 .            | 1813 SALTONSTALL           | NORMAL      | IL    | 61761 | \$143,774.00          |
| 33 .            | 300 BONAIR STREET          | NORMAL      | IL    | 61761 | \$107,031.00          |
| 34 .            | 1109 KERN STREET           | NORMAL      | IL    | 61761 | \$74,335.00           |
| 35 .            | 908 S COTTAGE AVENUE       | NORMAL      | IL    | 61761 | \$91,705.00           |
| 36 .            | 4 NORWOOD DRIVE            | NORMAL      | IL    | 61761 | \$74,805.00           |
| <b>TOTAL:</b>   |                            |             |       |       | <b>\$3,219,180.00</b> |
| <b>AVERAGE:</b> |                            |             |       |       | <b>\$89,421.67</b>    |

**MCLEAN COUNTY, ILLINOIS**  
**Collateralized Single Family Mortgage Revenue Bonds**  
**Series 2003**

**Assist First-Time Home Buyer Down Payment Assistance Program Loan Origination**

| ADDRESS                     | CITY        | STATE | ZIP   | LOAN AMOUNT         |
|-----------------------------|-------------|-------|-------|---------------------|
| 1 . 1825 E LINCOLN STREET   | BLOOMINGTON | IL    | 61701 | \$89,167.00         |
| 2 . 1308 MOUNT VERNON DRIVE | BLOOMINGTON | IL    | 61704 | \$99,114.00         |
| 3 . 417 PRISCILLA LANE      | BLOOMINGTON | IL    | 61704 | \$102,583.00        |
| 4 . 726 DALE STREET         | NORMAL      | IL    | 61761 | \$102,971.00        |
| <b>TOTAL:</b>               |             |       |       | <b>\$393,835.00</b> |
| <b>AVERAGE:</b>             |             |       |       | <b>\$98,458.75</b>  |

# Assist Originations in McLean County, Illinois





McLean County

**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

**DATE:** November 25, 2003

**TO:** Matt Sorenson, Chairman, and  
Members of the Finance Committee

**FROM:** Terry Lindberg, Assistant County Administrator

**RE:** Impacted Positions List

In 1989 the McLean County Board established a policy which permitted greater flexibility in setting the starting pay rate for certain position classifications. These position classifications were called "impacted" due to the difficulty of attracting and retaining qualified employees. The Impacted Position List includes attorney, automotive, computer related, engineering and nursing classifications.

County Board policy provides that the County Administrator may determine which position classifications should be added or removed from this list; however, he is to report any changes to this listing to the Finance Committee.

The last change to the Impacted Position List was in August, 2002, coincident with establishing the Telecommunications Supervisor position in MetCom. Prior to that time, in August of 2000, the Impacted Positions List was updated to reflect changes made in job classifications and pay grades as a result of the PAS (Public Administration Service, Inc.) job study.

As a result of a reorganization in the Information Services Department that occurred as part of the FY 2002 and FY 2003 budgets, County Administrator John Zeunik has added the positions of Assistant Director, Information Services, Pay Grade 13 on the FY 2004 Position Classification and Pay Range Schedule, and Network Security Specialist, Pay Grade 11 on the FY 2004 Position Classification and Pay Range Schedule to the impacted position list.

This changes are noted in **bold** on the attached listing for your review. There are no policy changes recommended at this time.

Thank you for your attention to this matter.



## IMPACTED POSITION LIST

Revised by the County Administrator August 2002

| <u>Grade</u> | <u>Classification</u>                           | <u>Department</u>                |
|--------------|---|----------------------------------|
| 07           | Licensed Practical Nurse                        | Nursing Home/Jail Medical        |
| 06           | Fleet Mechanic                                  | Sheriff                          |
| 11           | Programmer                                      | Information Services             |
| 07           | Heavy Equipment Mechanic                        | Highway                          |
| 05           | Dental Hygienist                                | Health                           |
| 09           | Registered Nurse                                | Health/Nursing Home/Jail Medical |
| 09           | Clinic Nurse                                    | Health                           |
| 09           | Public Health Nurse                             | Health                           |
| 09           | Communicable Disease Investigator               | Health                           |
| 09           | Emergency Communications Supervisor             | MMCCC                            |
| 09 to 10     | Assistant Director of Nursing LPN/RN            | Nursing Home                     |
| 10 to 16     | Assistant State's Attorneys                     | State's Attorney                 |
| 10 to 13     | Assistant Public Defenders                      | Public Defender                  |
| 11 & 12      | Civil Engineer I & II                           | Highway                          |
| 10           | Computer Services Coordinator                   | Information Services             |
| 11           | <b>Network Security Specialist</b>              | <b>Information Services</b>      |
| 12           | Network Program Manager                         | Information Services             |
| 12           | Systems Database Coordinator                    | Information Services             |
| 12           | Highway Operations Officer                      | Highway                          |
| 13           | <b>Assistant Director, Information Services</b> | <b>Information Services</b>      |
| 14           | Assistant County Engineer                       | Highway                          |

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